



**REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
APRIL 9, 2024
7:00 PM**

INTRODUCTORY PROCEEDINGS

Call to order

Pledge of Allegiance

Open forum

Call into the open forum by dialing 1-415-655-0001 Use webinar access code: 2632 188 8516 and password: 1234.

Please refer to the Council Agenda & Minutes web page for additional ways to submit comments.

Approval of the Minutes of the (1) City Council Work Session of March 26, 2024; and (2) City Council Meeting of March 26, 2024

AGENDA APPROVAL

1. Approval of the Agenda

PRESENTATIONS

2. Proclamation Celebrating Arab American Heritage Month
3. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consider the approval of the first reading of an ordinance amending Section 925 relating to the abatement of public health nuisances and assessment of abatement costs to property.
Staff Report No. 46
 - B. Consider the approval of a new Opioid Services Agreement with the City of Bloomington, effective January 1, 2024 - December 31, 2028.
Staff Report No. 47
 - C. Consider the adoption of a resolution identifying the need for Livable Communities Policy Development funding and authorizing an application for grant funds.
Staff Report No. 48
 - D. Consider a request for an amended Planned Unit Development for a time extension of, and amendment to,

the construction agreement for a multi-story parking ramp at 1401 - 77th Street East (Audi Richfield).

Staff Report No. 49

- E. Consider the approval of the Intensive Comprehensive Peace Officer Education and Training 2024 Grant between the City of Richfield Police Department and the Minnesota Department of Public Safety's Office of Justice Programs (OJP) to fund a non-traditional police officer candidate.

Staff Report No. 50

- F. Consider approval of a resolution authorizing the utilization of a construction manager at risk process for the Wood Lake Nature Center building project and authorizing staff and the city attorney to complete the selection process and engage in contract negotiations.

Staff Report No. 51

- G. Consider the approval of the CDC Infrastructure grant services agreement with the City of Bloomington, effective January 1, 2024 - November 30, 2027.

Staff Report No. 52

- H. The Urban Area Security Initiative (UASI) program funds address the unique risk-driven and capabilities-based planning, organization, equipment, training and exercise needs of high-threat, high-density Urban Areas based on the capability targets identified during the THIRA process and associated assessment efforts; and assists them in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

Staff Report No. 53

4. Consideration of items, if any, removed from Consent Calendar

PROPOSED ORDINANCES

5. Consider the second reading of an ordinance amending Subsection 210.01 of the City Code related to City Council salaries for 2025 and 2026.

Staff Report No. 54

OTHER BUSINESS

6. Notification regarding the Richfield Police Department's planned acquisition of unmanned aerial vehicles (UAVs) and providing an opportunity for public comment at a regularly scheduled meeting. No other council considerations/decisions are required.

Staff Report No. 55

CITY MANAGER'S REPORT

7. City Manager's Report

CLAIMS AND PAYROLLS

8. Claims and Payroll

COUNCIL DISCUSSION

9. Hats Off to Hometown Hits

10. Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9739.



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

City Council Work Session

March 26, 2024

CALL TO ORDER

Mayor Supple called the work session to order at 5:47 p.m. in the Bartholomew Room.

Council Members Present: Mary Supple, Mayor; Simon Trautmann, Sharon Christensen; and Sean Hayford Oleary

Council Members Absent: Ben Whalen

Staff Present: Katie Rodriguez, City Manager; Karl Huemiller, Recreation Services Director; Kate Aitchison, Communications and Engagement Manager; Joe Powers, City Engineer; Kristin Asher, Public Works Director; Matt Hardegger, Transportation Engineer; and Chris Swanson, Management Analyst

Guests: Craig Holje, Chief Human Resources and Admin Officer for Richfield Public Schools; Kirk Spencer, Richfield School Board Member; Dr. Steven Unowsky, Superintendent of Richfield Public Schools

ITEM #1	LOCAL SALES TAX COMMUNICATIONS UPDATE
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City Manager Rodriguez provided a summary on the agenda and turned the first item over to Communications and Engagement Manager Kate Aitchison. Manager Aitchison introduced the council item and provided background on the local sales tax (LST) referendum discussion. She talked about what a sales tax is, what it can be used for, and what projects it was approved for in Richfield, if approved by the community at the upcoming November election. She went into more detail about the LST projects and talked about some of the specific items that would be added if the referendum was successful.

Manager Aitchison provided some background info on the city consultant, Rapp Strategies, who will be helping the city to coordinate the communication items for the city around the LST issue. She talked about the role of this consultant in the projects including their role in creating communication material and provided some assistance in responding to residents' questions about the referendum.

Manager Aitchison presented the proposed slogan and logo for the LST communication plan. She talked about how "Our Legacy, Our Future" ties the projects to the community. She noted we were still working on a final for a branded logo and Rapp will be building a website in the next few

weeks. Manager Aitchison noted Rapp and staff were working on fact sheets and other educational materials for elected officials and staff to use if there are questions from the community. These materials will go out to the council as they are drafted. She also noted how most of this "boots on the ground" work will start in May and staff were available to answer any questions the council may have.

Council Members Hayford Oleary asked about the brand used in the previous work session. Manager Aitchison said that we were looking for an updated brand as we wanted to broaden the message above just parks as additional projects are now included in the LST. Council Member Hayford Oleary talked about how he felt like some of the messaging was too broad. He wants to make sure people understand what they will be getting by supporting the referendum. He asked that staff be clear that this will go to fund the Wood Lake Nature Center building and would not be used to make any other changes at the site. He also noted staff should look at purchasing the ".com" tiny URL to make sure community members go to the correct sites. Staff noted there will be a standalone website.

Mayor Supple thanked staff for their work and turned the meeting to the second item.

ITEM #2	A DISCUSSION ABOUT POTENTIAL IMPACTS FROM THE CITY'S REDUCTION IN SPEED LIMITS ON THE BUSSING OPERATIONS AND DAILY SCHEDULE OF RICHFIELD PUBLIC SCHOOL DISTRICT SCHOOLS.
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City Manager Rodriguez introduced the guests that included: Craig Holje, Chief Human Resources and Admin Officer for Richfield Public Schools; Kirk Spencer, Richfield School Board Member; Dr. Steven Unowsky, Superintendent of Richfield Public Schools.

City Engineer Powers introduced the item and provided some background on prior discussion around this topic with the council. He talked about what staff wanted to discuss with the school district and how this was an opportunity for a discussion about the proposed speed reduction. He talked about how the school district estimates that there may be an impact to bussing times with these new speed limits. City Engineer Powers provided a summary of the current recommendation in front of the council. The current staff proposal is a pause of any changes on 76/77th Streets and proceed with the lower 25mph speed limit on all other local roads, including Lyndale. City Engineer Powers noted this change would be expected to be effective June 25, 2024.

Mayor Supple asked a logistical question to the district about when they would be able to look at their routing software. Chief Human Resources and Admin Officer Craig Holje said they would like to look at this impact after summer school gets out later in the year. Mr. Holje said they are trying to find a window of time where they can pull good data. Mayor Supple said she does not want to mess up the school year and recognizes this is something that could be disruptive. She then asked city staff what timing is needed for implementation of a 25-mph limit only on local roads. City Engineer Powers discussed the rollout plan. He said staff would look at an implementation date of June 25th. He noted that waiting to make a change to the limits on 76/77th Streets would not impact the rollout time.

Transportation Engineer Hardegger noted the statute to address the local streets is different than the one needed to change larger roads like 76/77th Streets. The local roads require some communication before the changes. Mayor Supple asked if there was anything in the legislature that would impact this work. Staff provided a summary of various bills currently under review at the capital.

Council Member Hayford Oleary asked the school district what their next step is in the process. Mr. Holje talked about some of the impacts these proposed changes, even dropping just the local roads to 25, will have on their operations. He noted they have not had the opportunity to run this through their modeling software. They plan to do more thorough communication with the parents if they find the route times are impacted 3 or more minutes. The district would like 6 to 9 months to

communicate with their families. Their hope would be to make some changes in the in the 2025-2026 school year. Council Member Hayford Oleary restated his question, noting that it sounds like the district is comfortable with moving forward with the change to local roads but that they would like more time to investigate the impact a change on 76/77th Street may have.

Superintendent Unowsky stated there would be an increase in costs for the district with these changes. He said they expect there to be an increase in 3 minutes to the average travel time. He noted the district does not know the impact on childcare, work, etc. these changes will have. Council Member Hayford Oleary said he is committed to the speed reduction being done in the community but is open to discussion about when this change occurs. Superintendent Unowsky said the board does not have a clear agreement on the matter. He said there is good evidence that altering starts times will have an impact on students.

Council Member Trautmann said that he shares Council Member Hayford Oleary's views. He said he wants to be mindful of this impact, including the additional cost to the district. Council Member Trautmann said he wanted to respect the relationship but may disagree with their findings. He said that in the interest of walking together, he is willing to slow things down.

Council Member Christensen asked general questions about the timing and noted she would like this change to take effect in the fall of this year. Superintendent Unowsky noted it's hard to provide a direct answer because of the school board being split and not knowing what the impact would be until they had more time to study this matter. Council Member Christensen asked if they could start talking with families now. Superintendent Unowsky said that they would not want to communicate anything unless something is set in stone. Mayor Supple agreed that a dual education approach would be too complicated. She said with a lot of the local routes, the buses are already only going 25 mph so there hopefully will be less impact. The school district staff agreed.

City Manager Rodriguez clarified that the city believed the school district was planning on studying the impacts of this change in the next few months. This would include starting to communicate the changes to the families in the district this year. Mayor Supple agreed this was the info provided to council before this meeting. School district staff said this is the leadup time they feel they would need for communicating with the families in their districts.

City Manager Rodriguez provided a summary of the discussion. She noted there is agreement in changes to speeds on the local roads can move forward, with a start date of June 25, and city staff will provide additional information to the district on 76/77th Street, to allow the school district time to study this larger question. Mayor Supple noted the construction on 494 and wanted the district to be mindful of any impacts this may have on their study. She thanked them for all the partnership for the safe routes to school work. She talked about a recent Richfield Disability Advocacy Partnership (R-DAP) forum she participated in and how areas of issue brought up in the meeting were addressed by the safe routes to school.

Council Member Hayford Oleary said that if we need to pass any ordinances which may push back the dates for the implementation he would only amend with an updated date and not rescind with no replacement. Council Member Trautmann talked about how much he would enjoy having a joint meeting with the school board in the future.

ADJOURNMENT

Mayor Supple adjourned the work session at 6:40 pm.

Date Approved: April 9, 2024

Mary B. Supple
Mayor

Dustin Leslie
City Clerk

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Council Meeting

March 26, 2024

CALL TO ORDER

The meeting was called to order by Mayor Supple at 7:00 p.m. in the Council Chambers.

Council Members Present: Mary Supple, Mayor; Sharon Christensen; Simon Trautmann; and Sean Hayford O'Leary

Council Members Absent: Ben Whalen

Staff Present: Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Karl Huemiller, Recreation Services Director; Julie Urban, Assistant Community Development Director; and Chris Swanson, Management Analyst

Others Present: Hennepin County Chief Judge Kerry Meyer

PLEDGE OF ALLEGIANCE

Mayor Supple led the Pledge of Allegiance.

OPEN FORUM

Mayor Supple reviewed the options to participate:

- Participate live by calling 1-415-654-0001 during the open forum portion
- Call prior to meeting 612-861-9711
- Email prior to meeting kwynn@richfieldmn.gov

There were no participants.

APPROVAL OF MINUTES

M/Trautmann, S/Christensen to approve the minutes of the: (1) City Council Work Session of March 12, 2024; (2) City Council Meeting of March 12, 2024.

Motion carried: 4-0

ITEM #1	APPROVAL OF THE AGENDA
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M/Hayford Oleary, S/Trautmann to approve the agenda.

Motion carried: 4-0

ITEM #2	RICHFIELD CITY COUNCIL PRESENTATION/Q&A FROM HENNEPIN COUNTY DISTRICT COURT
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Mayor Supple welcomed Chief Judge Kerry Meyer.

Chief Judge Kerry Meyer played a video on who the Fourth Judicial District of Minnesota was, who they served, what they focus on, what their mission is, where they are located, how many cases they handle per year, how many personnel they have, and what their priorities are.

Chief Judge Meyer thanked the city for inviting her to present the update. She indicated the District Court distributed a total of just under \$250,000 to the City of Richfield which came from fines and surcharges. She informed the residents that they would be having a Warrant Resolution Day on May 3 where people who have open warrants on low level criminal matters could come in and get that warrant taken care of.

Council Member Trautmann noted Hennepin County in recent years have also made Court documents available for no charge (non-certified copies) for residents, which as an attorney he appreciated that people did not have to pay to receive a copy of their own documents.

Mayor Supple pointed out that there was also a terminal in the municipal center to do legal filings remotely also.

Mayor Supple noted at the open house, it was mentioned that one of the legislative objectives was to try and get more treatment options for people. She asked if that was still an ongoing process. Chief Judge Meyer responded it was, especially for juveniles. She stated since the pandemic placement options have been reduced with a lot of facilities closing. She indicated they were always looking for programs, providers, and placements.

ITEM #3	PROCLAMATION CELEBRATING WOMEN'S HISTORY MONTH
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Mayor Supple invited Mady Vukson to accept the proclamation and read aloud the proclamation.

Commissioner Mady Vukson stated she was honored to accept the Women's History Month Proclamation on behalf of the Richfield Human Rights Commission.

Council Member Trautmann thanked the Commission members for attending this meeting during inclement weather.

Mayor Supple gave hats off to the District Court Judge Juan Hoyos who was at the Partnership Academy for their leadership panel. She thanked everyone at the Partnership Academy. She thanked the Human Rights Commission for all their work.

ITEM #4	CONSENT CALENDAR
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City Manager Rodriguez presented the consent calendar.

- A. Consider the first reading of an ordinance amending Subsection 210.01 of the City Code related to City Council salaries for 2025 and 2026. (Staff Report No. 41)
- B. Consider a resolution authorizing staff to submit an application for a Hennepin County Youth Play Spaces Grant for the replacement of play equipment at Donaldson Park and authorize staff to execute a grant agreement, if awarded. (Staff Report No. 42)

RESOLUTION NO. 12192

RESOLUTION AUTHORIZING STAFF TO SUBMIT AN APPLICATION FOR A HENNEPIN COUNTY YOUTH PLAY SPACES GRANT FOR THE REPLACEMENT OF PLAY EQUIPMENT AT DONALDSON PARK AND EXECUTE AN AGREEMENT, IF APPROVED

- C. Consider adoption of a resolution authorizing staff to submit a Hennepin County Youth Activities Play Spaces grant application for \$100,000 to fund inclusion of a playground/play feature at the future Pillsbury Plaza community space (Staff Report No. 43)

RESOLUTION NO. 12193

RESOLUTION OF SUPPORT FOR RICHFIELD’S HENNEPIN COUNTY YOUTH ACTIVITIES PLAY SPACES GRANT APPLICATION FOR \$100,000 TO FUND INCLUDING OF A PLAYGROUND/PLAY FEATURE AT THE FUTURE PILLSBURY PLAZA COMMUNITY SPACE

- D. Authorize the Mayor and City Council to sign a letter of commitment and related participation in a grant application to the United States Environmental Protection Agency (US EPA) for a Twin Cities Commercial Energy Efficiency Program (Staff Report No. 45)

M/Christensen, S/Christensen to approve the consent calendar.

Motion carried: 4-0

ITEM #5	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR
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None.

ITEM #6	PUBLIC HEARING AND APROVE HOST DESIGNATION FOR THE CITY OF LANDFALL VILLAGE TO ISSUE SENIOR HOUSING AND HEALTHCARE REVENUE BONDS TO FINANCE ACQUISITION OF THE PINES SENIOR HOUSING DEVELOPMENT. (STAFF REPORT NO. 44)
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Council Member Hayford Oleary presented Staff Report 44 and opened the public hearing.

The CFO for Cassia stated they were honored to continue their commitment to Richfield.

M/Hayford Oleary, S/Supple to close the public hearing

Motion carried: 4-0

M/Hayford Oleary, S/Trautmann to approve a resolution providing host approval to and consenting to the issuance, sale, and delivery by the City of Landfall of its revenue bonds and approving and authorizing the execution of a Joint Powers Agreement.

RESOLUTION NO. 12194

A RESOLUTION GIVING HOST APPROVAL TO THE ISSUANCE OF THE CITY OF LANDFALL VILLAGE, MINNESOTA SENIOR HOUSING AND HEALTHCARE REVENUE BONDS (THE PINES OF RICHFIELD PROJECT), SERIES 2024, AND APPROVING A JOINT POWERS AGREEMENT

Attorney Tietjen noted there was no liability for Richfield with these bonds.

Assistant Director Urban indicated the City of Richfield had no liability and was only approving the sale of conduit bonds by the City of Landfall Village, as the City does not have the capacity this year to issue bonds on behalf of the project. She stated that the City of Landfall Village was using its bonding powers to issue the bonds, and Cassia would be the responsible party for paying back the bonds.

Mayor Supple stated this project would also be 20 percent affordable and it was filling a need in the community.

Motion carried: 4-0

ITEM #7	CITY MANAGER’S REPORT
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City Manager Rodriguez shared information regarding comments made at the last Open Forum. She specifically addressed the one comment where it was said the City was over budget. She clarified she had not said that, but rather had said that they expected to exceed the reserve that had been set aside for worker’s compensation and class projects, which had to do with a tight labor market.

City Manager Rodriguez stated she had followed up with Mr. Sather regarding his concerns about short-term rentals. She had also sent Mr. Wawra a letter regarding his concern about the HERC facility closing.

City Manager Rodriguez shared a story about a call she was on with six other women where they were discussing finance and how years ago this would have been a very unusual occurrence. Mayor Supple noted the City’s entire Community Development Department was also female, which would not have been seen in the past, but now it was becoming commonplace.

Mayor Supple noted the Minnesota League of Cities conference was June 26 to 28. She requested staff get back to the Council if anything had been budgeted for this if a Council Member wanted to attend.

ITEM #8	CLAIMS AND PAYROLL
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M/Trautmann, S/Christensen that the following claims and payrolls be approved:

<u>U.S. BANK</u>	<u>03/21/2024</u>
A/P Checks: 327592 - 327593	\$ 1,232,800.11
Payroll: 186157-186482 43793-43861	<u>\$949,005.93</u>
TOTAL	\$2,181,806.04

Motion carried: 4-0

ITEM #9	HATS OFF TO HOMETOWN HITS
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Council Member Christensen stated she had recently attended the Blue and Gold Dinner for PAC 384. She indicated this was a good event.

Council Member Hayford Oleary stated he enjoyed participating in the Virtual High School Job Olympics last week. He thanked two members of the City's Community Development Department along with the City's Transportation Engineer for speaking with a High School Senior about his potential career path.

Council Member Trautmann gave hats off to the Richfield Leadership Network for their recent fundraiser. He gave hats off to Tom Fitzhenry and the Richfield Cadets involved in the Minnesota Wing Civil Air Patrol for their great work.

Mayor Supple stated if anyone wanted to sign up for the Richfield Community Gardens to sign up on the City's website under parks and recreation. She noted the Richfield Foundation was having their annual fundraiser on May 9. She gave hats off to the public works staff for their great job in clearing the recent snow. She indicated the Met Council had their State of the Region gathering this week, which was a good event.

ITEM #10	ADJOURNMENT
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M/Trautmann, S/Hayford Oleary to adjourn the meeting at 7:37 p.m.

Motion carried: 4-0

Date Approved: April 9, 2024

Mary B. Supple
Mayor

Chris Swanson
Management Analyst

Katie Rodriguez
City Manager



Proclamation of the City of Richfield

WHEREAS, Arab American Heritage Month celebrates the beautiful, intellectual, and cultural heritage of Arab Americans and all their achievements and contributions to Richfield, Minnesota, the United States, and the world; and

WHEREAS, Arab American Heritage Month began as an initiative in 2017 with only a few states and cities, it is now being recognized on a national level, which began in April 2021 as President Biden became the first U.S. president to proclaim Arab American Heritage Month; and

WHEREAS, over 3.5 million Arab Americans have contributed to many facets of American society including: arts, business, economics, education, and social services; and

WHEREAS, we celebrate the accomplishments of such distinguished Arab Americans as journalist and speaker Noor Tagouri and Representative Rashida Talib from Michigan; and

WHEREAS, Arab Americans have faced discrimination, racial profiling, and violence both domestically and abroad; and

WHEREAS, the city of Richfield is proud of the people, community, and business of Arab Americans, and is looking forward to the continuing success of Arab Americans in our community.

Now, THEREFORE, I, Mary Supple, mayor of Richfield, on behalf of the Richfield City Council, do hereby proclaim the month of April 2024 as Arab American Heritage Month in the City of Richfield and call on the people of Richfield to observe this month with appropriate programs, activities, and ceremonies, and continue to honor the contributions of Arab Americans throughout the year.

PROCLAIMED this 9th day of April, 2024.

Mary B. Supple, Mayor



STAFF REPORT NO. 46
CITY COUNCIL MEETING
4/9/2024

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Jennifer Anderson, Support Services Manager
Jay Henthorne, Director of Public Safety/Chief of Police
3/27/2024

OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager
4/3/2024

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the first reading of an ordinance amending Section 925 relating to the abatement of public health nuisances and assessment of abatement costs to property.

EXECUTIVE SUMMARY:

The number and severity of public health nuisance cases has been increasing over the past seven years. Historically, they've been handled on a case by case basis with abatement often occurring over several months due to staff capacity, costs associated with abatement and property owners' individual circumstance. By including a clear process of notice of abatement proceedings, appeal process, abatement and assessment, staff will be better equipped to address not only the time it takes to abate, but have better outcomes for the owner and property.

RECOMMENDED ACTION:

By Motion: Approve the first reading of an ordinance amending Section 925.07 through 925.09 of the Richfield City Code relating to the abatement of public health nuisances and assessment of abatement costs to property.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Minnesota Statute 145A gives community health boards the authority to remove and abate a public health nuisance. Prior to the pandemic, staff handled 10-12 public health nuisances per year. Since then, there's been a 70% increase in cases. These situations may involve a person living among an accumulation of refuse or debris, human or animal feces, rotting food waste, evidence of rodent/insect infestation, lack of water or sewage disposal, and limited or blocked egress to windows and/or doors.

With the increase in cases, the current process for handling abatements is unsustainable.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Public health nuisances can impact anyone. Whether in a single family/multi-unit home, apartment, or condominium, abatements can be time consuming, costly and a detriment to one's physical and mental health. The proposed changes aim to benefit everyone living with a public health nuisance.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

Minnesota Statute 145A gives authority to community health boards to remove and abate public health

nuisances. Section 925 of the Richfield City Code addresses nuisances and public health nuisances but was lacking a clear process for public health nuisance abatements.

D. CRITICAL TIMING ISSUES:

No critical timing issues.

E. FINANCIAL IMPACT:

F. LEGAL CONSIDERATION:

The City Attorney has reviewed the proposed ordinance and approves of its contents.

ALTERNATIVE RECOMMENDATION(S):

The City Council could decide not to approve the first reading of the ordinance and direct staff on how to proceed.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	PH Nuisance	Cover Memo

BILL NO. _____

**AN ORDINANCE AMENDING SECTION 925 OF THE RICHFIELD CODE OF
ORDINANCES RELATING TO THE ABATEMENT OF NUISANCES AND
ASSESSMENT OF ABATEMENT COSTS TO PROPERTY**

THE CITY OF RICHFIELD DOES ORDAIN:

Section. 1. Subsections 925.07 through 925.09 of the Richfield City Code are amended as follows:

925.07. Abatement and control of nuisances.

Subdivision 1. Procedures. The conditions declared in this section or any other provision of this code to be nuisances and ~~therefore subject to abatement and control, unless otherwise provided in this chapter,~~ shall be subject to regulation enforced and applied in accordance with the procedures of this subsection.

Subd. 2. Order Notice. When the existence of any condition relating to this part a nuisance as defined in this section is found on any property, the ~~D~~director of public safety, the building official, Fire Marshal or any police officer of the City, acting in concert with one of the enforcing officers enumerated in this section their designees, shall issue a written order notice to any inner the owner, and if different, the occupant, of the property to remove or abate the nuisance within a time specified in the notice, but not longer than ~~or other person responsible to remove the same,~~ at his expense, within a specified time ~~not to exceed ten (10) days.~~ The notice shall include:

(a) a description of the nuisance to be abated and the steps to be taken to abate the nuisance;

(b) notification that unless the nuisance is abated or removed by the deadline listed in the notice, the city may enter onto the property and abate or remove the nuisance at the expense of the owner under the city code and Minnesota Statutes, section 145A.08, 429.101, or other applicable state or local law; and

(c) notification that the owner and/or occupant of the property may appeal the notice to the city manager or their designee. Any appeal must be requested in writing before the deadline stated in the notice.

Subd. 3. Service. The written notices shall be served upon the owner, and if different, the occupant, ~~or of the property~~ in one of the following ways:

~~(a) other persons responsible by the sheriff, marshal or other peace officers. If service cannot be made after diligent search, the officer attempting to make such service shall, in lieu thereof, post a written printed notice upon the property or premises as provided in subdivision 4.~~

Subd. 4. Contents. The notice shall state ~~unless the nuisance is abated or removed within ten (10) days, the sheriff, marshal or other peace officer will abate or remove the nuisance complained of and found to exist, at the expense of the owner.~~

- (a) by registered or certified mail;
- (b) by an officer authorized to serve a warrant; or
- (c) by a person aged 18 years or older who is not reasonably believed to be a party to any action arising from the notice.

Subd. 4. Posting Notice. If either the owner or the occupant of the property is unknown or absent and has no known representative upon whom notice can be served, the city or its agent, shall post the notice on the property.

Subd. 5. Appeal. The city manager or their designee shall meet with the owner and/or occupant and the director of public safety, the building official or their designee within a reasonable time after receiving notice of an appeal. The city manager or their designee shall consider the appeal and make a final decision within 48 hours following the meeting. The city manager's decision shall be served on the owner and/or occupant by mail, email, or other means, and if the appeal is not granted, then the decision shall include a new date by which the owner and/or occupant must remove or abate the nuisance. An owner or occupant may appeal from the city manager's decision pursuant to available remedies under state law.

Subd. 6. Abatement. If the owner or occupant fails or neglects to remove or abate the nuisance described in the notice provided under subdivision 2 within the period of time specified in the notice and does not request an appeal, then the city, or a designated agent of the city, shall remove or abate the nuisance described in the notice and assess the cost to the owner pursuant to subsection 925.09.

Subd. 7. Interference with Access and Abatement Prohibited. Pursuant to Minnesota Statutes, Section 145A.04, subd. 10, it is a misdemeanor to deliberately hinder a city staff member or their agent from entering a property where contagion, infection, filth, or other source or cause of preventable disease exists or is reasonably suspected to exist, or otherwise to interfere with the performance of the duties of the city related to the inspection and abatement of a nuisance.

925.08. Emergency abatement.

If the director of public safety, the building official or their designee determines that a public nuisance exists and that the public health, safety, or welfare may be in immediate danger, the city may implement emergency abatement procedures to remove or abate the nuisance. When emergency abatement is authorized, the city will post a notice at the property and attempt to notify the owner and any occupants of the property. Following emergency abatement, the City will mail notice of the action taken to the property owner and assess costs pursuant to subsection 925.09.

925.09. Assessment of cost.

The cost of abatement or removal of a public nuisance shall be assessed against the property as provided in Minnesota Statutes, Chapters 429 and 463, and Section 145A.08, as applicable, or other applicable state or local laws.

Sec. 2. This Ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Adopted by the City Council of the City of Richfield on this ____ day of _____ 2024.

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



STAFF REPORT NO. 47
CITY COUNCIL MEETING
4/9/2024

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Jennifer Anderson, Support Services Manager
Jay Henthorne, Director of Public Safety/Chief of Police
4/2/2024

OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager
4/3/2024

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of a new Opioid Services Agreement with the City of Bloomington, effective January 1, 2024 - December 31, 2028.

EXECUTIVE SUMMARY:

Opioid misuse has become one of the most pressing concerns in public health in the last few years. Opioid deaths have been steadily rising across the country, and in Minnesota the number of deaths from opioid overdoses doubled between 2019 - 2021, disproportionately affecting non-white residents. There has been progress; opioid prescription rates in Minnesota have been decreasing and the Attorney General's office joined a multistate settlement intended to combat the opioid crisis on the state and local level.

This service agreement with the City of Bloomington ensures opioid remediation work in Richfield with local partners in health care, external agencies and community organizations over the next several years under the Public Health Alliance of Bloomington, Edina and Richfield.

RECOMMENDED ACTION:

By motion: Approve the Opioid Services Agreement with the City of Bloomington, effective January 1, 2024 - December 31, 2028.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

In July 2021, the Attorney General's Office joined the historic \$26 billion dollar multistate settlement agreements with pharmaceutical distributors McKesson, Cardinal Health, and AmerisourceBergen, and opioid manufacturer Johnson & Johnson. These settlements will bring more than \$300 million into Minnesota over the next 18 years to fight the opioid crisis.

In December 2021, the Attorney General's Office reached an agreement with Minnesota cities and counties on how funds from these settlements will be allocated: 75% to counties and cities, and 25% to the State. The agreement also details how the funds can be used to combat the opioid crisis, including detailed programs and strategies focused on treatment, prevention, and harm reduction.

In December 2022, the Attorney General's Office joined five additional multistate settlements worth \$20.4 billion with major opioid manufacturers Teva Pharmaceuticals and Allergan, and

three of the nation’s largest retail pharmacy chains—Walmart, CVS, and Walgreens. Minnesota’s share of these settlements could be around \$235 million.

In 2023, the agreement with cities and counties was amended to apply to the five additional settlements above. The parties to these settlements are states and cities and counties.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

The opioid epidemic has negatively impacted communities of color. Opioid remediation work in Bloomington, Edina, and Richfield will work from an equity lens ensuring opportunities, services and supports reach all.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

D. CRITICAL TIMING ISSUES:

E. FINANCIAL IMPACT:

The City of Richfield is slated to receive annual payments totaling nearly \$958,000 by the end of 2038. These funds will be used to pay for the Opioid Services Agreement with the City of Bloomington, as well as support training for first responders.

F. LEGAL CONSIDERATION:

The City Attorney has reviewed the agreement and approves of its contents.

ALTERNATIVE RECOMMENDATION(S):

The City Council could decide not to approve the agreement with the City of Bloomington and direct staff on how to proceed.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
□ Opioid Services Agreement	Cover Memo

**PUBLIC HEALTH OPIOID REMEDIATION SERVICES AGREEMENT
BETWEEN THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD**

THIS AGREEMENT is made by and between the **CITY OF BLOOMINGTON, MINNESOTA**, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431-3027 acting through its Public Health Division, (Bloomington”), and **CITY OF RICHFIELD, MINNESOTA**, a Minnesota municipal corporation located at 6700 Portland Avenue, Richfield, Minnesota 55423 (“Richfield”). Bloomington and Richfield are herein referred to collectively as the “Parties.”

RECITALS

- A. Bloomington warrants and represents that its Division of Public Health is a duly certified public health agency operating in accordance with all applicable federal and state requirements.
- B. Bloomington’s Division of Public Health provides Public Health Opioid Remediation Services to respond to the public health crisis caused by the opioid epidemic (“PH Opioid Remediation Services”) based on the terms of the Memorandum of the Agreement with the State of Minnesota both Parties are subject to.
- C. Richfield wishes to promote, support, and maintain the health of its residents by providing PH Opioid Remediation Services to its residents, and desires to contract with Bloomington to provide such PH Opioid Remediation Services. Bloomington and Richfield will fulfill reporting requirements jointly.
- D. In previous years, Bloomington has also contracted with the City of Richfield, Minnesota (“Richfield”) to provide Services.
- E. Bloomington, Edina, and Richfield desire to allocate the costs of the PH Opioid Remediation Services in accordance with the workplan activities that will occur proportionately in each city based on opioid epidemic data including population served, opioids prescribed and opioid related deaths.
- F. Bloomington is willing to provide such PH Opioid Remediation Services to residents of Richfield on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the Recitals above and in consideration of the terms and conditions expressed in this Agreement, Bloomington and Richfield agree as follows:

AGREEMENT

- 1. **Services to be Provided.** Bloomington agrees to provide the residents of Richfield with Public Health Opioid Remediation Services as described in the Scope of Services attached to this Agreement as Exhibit A or any supplemental letter agreements, or both, entered into between Bloomington and Richfield (the “Services”). The Services referenced in the

attached Exhibit A or any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by contractors currently providing similar services.

2. **Time for Completion.** This Agreement shall remain in force and effect commencing from January 1, 2024 and continuing until December 31, 2028 unless terminated by either party or amended pursuant to the Agreement.
3. **Consideration.** The consideration, which Richfield shall pay to Bloomington shall not exceed \$499,000.00, as set forth in Exhibit B and incorporated into this Agreement.
4. **Approvals.** Bloomington will secure Richfield's written approval before making any expenditures, purchases, or commitments on Richfield's behalf beyond those listed in the Services. Richfield's approval may be provided via electronic mail.
5. **Termination.** Notwithstanding any other provision hereof to the contrary, either party may terminate this Agreement for any reason upon giving thirty (30) days' written notice to the other party. In the event of termination:
 - a. The quarterly payment next due shall be prorated and paid for only the period ended on the date of termination, and Richfield shall pay such reduced quarterly payment for the period ended on the date of the termination, within fifteen (15) days after receipt of Bloomington's invoice.
 - b. The Parties may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
 - c. The provisions of this section will continue and survive termination of the Agreement.
6. **Amendments.** Except as expressly permitted by this Agreement, no amendments may be made to this Agreement except in writing signed by both parties.
7. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, subd. 5, the Parties agree that the books, records, documents, and accounting procedures and practices of Richfield, that are relevant to the contract or transaction, are subject to examination by the other party and the state auditor or legislative auditor for a minimum of six years. Both Parties shall maintain such records for a minimum of six years after final payment.
8. **Indemnification.**
 - a. To the fullest extent permitted by law, Bloomington and its successors or assigns, agree to protect, defend, indemnify, save, and hold harmless Richfield, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or

arising out of Bloomington's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement.

- b. To the fullest extent permitted by law, Richfield, and its successors or assigns, agrees to protect, defend, indemnify, save, and hold harmless Bloomington, its officers, officials, agents, volunteers and employees from any and all claims, lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorney's fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Richfield's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement.
- c. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the Parties are entitled. The Parties agree that these indemnification obligations will survive the completion or termination of this Agreement.

9. **Insurance.** To the extent allowed by law, the Parties agree to maintain the following insurance coverages, in an amount equal to, or greater than, the minimum limits described below, and upon request, to provide the other with a certificate of insurance evidencing such coverages:

- a. Commercial General Liability Insurance in the amount of at least \$1,500,000 per occurrence for bodily injury or death arising out of each occurrence, as well as \$1,500,000 per occurrence for property damage. In the alternative, each party may maintain a general aggregate of at least \$2,000,000. Each party agrees to name the other party as an additional insured on its Commercial General Liability and to provide an endorsement of such status. In addition, each party agrees to notify the other party thirty (30) days prior to cancellation or a change in any of the aforementioned insurance policies. All insurance must be provided at the respective party's expense and at no additional cost to the other party.
- b. Bloomington agrees to maintain Workers' Compensation Insurance as required by Minnesota Statutes, Section 176.181.

10. **Assignment and Subcontracting.** Neither Richfield nor Bloomington shall assign, subcontract, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement, in whole or in part, without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall

prevent Bloomington from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of Services required by this Agreement. Any instrument in violation of this paragraph is null and void.

11. **Independent Contractor.** Bloomington shall be deemed an independent contractor. Bloomington's duties will be performed with the understanding that Bloomington has special expertise as to the Services that Bloomington is to perform and is customarily engaged in the independent performance of the same or similar services for others. All required equipment and personnel shall be provided or contracted for by Bloomington. The manner in which the Services are performed shall be controlled by Bloomington; however, the nature of the Services and the results to be achieved shall be specified by Richfield. The Parties agree that this is not a joint venture and the Parties are not co-partners. Bloomington is not to be deemed an employee or agent of Richfield and has no authority to make any binding commitments or obligations on behalf of Richfield except to the extent expressly provided in this Agreement. All Services provided by Bloomington pursuant to this Agreement shall be provided by Bloomington as an independent contractor and not as an employee of Richfield for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.
12. **Compliance with Laws.** The Parties shall exercise due care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Bloomington agrees to provide the Services.
13. **Entire Agreement.** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between Richfield and Bloomington and supersedes any other written or oral agreements between Richfield and Bloomington. This Agreement can only be modified in writing signed by Richfield and Bloomington. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
14. **Third Party Rights.** The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
15. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise. These obligations survive termination of this Agreement.
16. **Conflict of Interest.** Bloomington shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of Richfield. In the event of a conflict of interest, Bloomington shall advise Richfield and either secure a waiver of the conflict or advise Richfield that it will be unable to provide the Services.

17. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of Services pursuant to this Agreement shall become the property of Richfield, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Bloomington. Regardless of when such information was provided, Bloomington agrees that it will not disclose for any purpose any information Bloomington has obtained arising out of or related to this Agreement, except as authorized by Richfield or as required by law. These obligations survive termination of this Agreement.
18. **Agreement Not Exclusive.** Bloomington retains the right to perform other PH Opioid Remediation Service for other matters, in Bloomington's sole discretion.
19. **Data Practices Act Compliance.** Any and all data provided to Bloomington, received from Bloomington, created, collected, received, stored, used, maintained, or disseminated by Bloomington pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and any applicable nondisclosure agreements. The Parties agrees to notify the other party within three (3) business days if it receives a data request from a third party. This paragraph does not create a duty on the part of Bloomington to provide access to public data to the public if the public data are available from Richfield, except as required by the terms of this Agreement. These obligations survive termination of this Agreement.
20. **No Discrimination.** The Parties agree not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Bloomington agrees to comply with Americans with Disabilities Act, as amended (“ADA”), Section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Each Party agrees to hold harmless and indemnify the other party from costs, including but not limited to damages, attorney’s fees and staff time, in any action or proceeding brought alleging a violation of these laws by Bloomington or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, the Parties shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. The Parties agree to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with people with disabilities.
21. **Authorized Agents.** Richfield’s authorized agent for purposes of administration of this Agreement is Jennifer Anderson, the Health Administrator/Support Services Manager, or designee. Bloomington’s authorized agent for purposes of administration of this Agreement is Nick Kelley, Public Health Administrator, who shall perform or supervise the performance of all Services.

22. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:
- Bloomington: City of Bloomington, 1800 West Old Shakopee Road, Bloomington, MN 55431; Attn: Nicholas Kelley; nkelley@bloomingtonmn.gov; 952-563-4962.
- Richfield: City of Richfield, 6700 Portland Avenue, Richfield, MN 55423, Attn: Jennifer Anderson; jenniferanderson@richfieldmn.gov; 612-861-9881;
- or such other contact information as either party may provide to the other by notice given in accordance with this provision. A convenience copy may be provided electronically.
23. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.
24. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.
25. **Mediation.** Both parties agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation at the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. In the event mediation is unsuccessful, either party may exercise its legal or equitable rights.
26. **Publicity.** Bloomington and Richfield shall develop language to use when discussing the Services. Bloomington agrees that any publicity regarding the Services or the subject matter of this Agreement must not be released unless it complies with the approved language. Bloomington cannot use Richfield's logo or state that Richfield endorses its services without Richfield's advanced written approval. Publicity approvals may be provided electronically.
27. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
28. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that he/she/they is duly authorized.
29. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format ("pdf") and signatures appearing on electronic mail instruments shall be treated as original signatures.

30. **Recitals.** Bloomington and Richfield agree that the Recitals are true and correct and are fully incorporated into this Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, Bloomington and Richfield have caused this Services Agreement to be executed by their duly authorized representatives on the respective dates indicated below.

CITY OF BLOOMINGTON, MINNESOTA

DATED: _____ BY: _____
Tim Busse
Its: Mayor

DATED: _____ BY: _____
James D. Verbrugge
Its: City Manager

Reviewed and approved by the City Attorney.

Melissa J. Manderschied

CITY OF RICHFIELD

DATED: _____ BY: _____
Its: _____

EXHIBIT A TO PUBLIC HEALTH OPIOID REMEDIATION SERVICES AGREEMENT BETWEEN THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD

SCOPE OF SERVICES

Opioid overdose response and prevention is a combined state and local responsibility that requires close collaboration between public health, health care, external agencies, and community partners. The overall purpose is the rapid administration of Opioid Settlement Funding.

Settlement Fund Administration

- Identify, collaborate, and respond to local issues to leverage and disburse Opioid Settlement Funds
- Convene multi-sector meetings and lead efforts that build upon local efforts like Community Health Assessments and Community Health Improvement Plans
- Implement activities as needed to prevent and respond to opioid misuse and overdose in the jurisdiction. This could include essential treatment support services, intervention, primary prevention, or other resources necessary for opioid misuse and overdose response efforts
- Provide ongoing support for reporting requirements
- Work with MDH, Hennepin, and other jurisdictions to mitigate harms of opioid overdose and misuse in communities or specific settings (e.g., worksites, jails, shelters, schools, etc.) as able to assure local coordination of efforts
- Assure ongoing communication to the community and information sharing among partners related to opioid response, prevention, intervention, and treatment
- Provide ongoing and targeted support to communities at higher risk of opioid use disorder or overdose (high SVI, young adults, BIPOC, perinatal population, etc.) by working with trusted community organizations and partners

Opioid Monitoring

- Build and/or maintain the capacity to monitor, analyze, and share data and trends related to opioid overdose and prevention efforts. The grantee should monitor demographic data and trends related to opioid use and overdose, including race, ethnicity, populations residing in areas with a high social vulnerability index (SVI), and populations most affected by the opioid epidemic (e.g., experience barriers to treatment, mental health care, etc.)

Opioid Settlement Funding Implementation

- Administer funding as rapidly as possible to prioritized groups through the RFP process based on jurisdictional priorities and allowable activities (see appendix)
- Support ongoing opioid misuse and overdose prevention efforts by working with the community to identify resource gaps and determine how to best address those needs
- Contract or hire additional staff to support administration and implementation of settlement funds
- Purchase supplies and equipment necessary to support opioid misuse and overdose prevention efforts in alignment with workplan

EXHIBIT B TO PUBLIC HEALTH OPIOID REMEDIATION SERVICES AGREEMENT
BETWEEN

THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD

TERMS OF PAYMENT

- A. The Parties agree to allocate the costs of the Services in accordance with the workplan activities that will occur proportionately in each city based on the opioid epidemic data including population served, opioids prescribed and opioid related deaths.

During the term of this Agreement, Richfield shall pay Bloomington the total not-to-exceed amount of \$499,000.00 for the Opioid Remediation Services.

Allocation Method	Share of total cost		
	Bloomington	Edina	Richfield
Work plan activities will occur proportionately in each city based on opioid epidemic data including population served, opioids prescribed and opioid related deaths.	52%	21%	27%

- B. Bloomington will provide quarterly itemized invoices to Richfield on the following dates annually:

Invoice Dates:

April 15th

July 15th

October 15th

January 15th

- C. Richfield shall make payment to Bloomington within 30 days of receipt of Bloomington's invoice.



STAFF REPORT NO. 48
CITY COUNCIL MEETING
4/9/2024

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Sam Crosby, Planner II
Melissa Poehlman, Community Development Director
3/28/2024

OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager
4/3/2024

ITEM FOR COUNCIL CONSIDERATION:

Consider the adoption of a resolution identifying the need for Livable Communities Policy Development funding and authorizing an application for grant funds.

EXECUTIVE SUMMARY:

Staff is proposing to submit a request for a Livable Communities Act (LCA) Policy Development Grant in the amount of \$50,000 to enlist outside help to assist staff with the updating of the MR-2 (Multi-Family Residential) and MR-3 (High Density Multi-Family Residential) zoning districts.

Both the MR-2 and MR-3 zoning districts are antiquated in their bulk and dimensional requirements. The goal of the update is to modernize the district standards to better align with current development realities, and to provide the metrics needed to facilitate the infill construction of a greater variety of housing types. The consultant would assist with research and analysis, community education and engagement, and policy development.

LCA grants help communities create more housing choices, support living wage job creation, and connect jobs, housing, and regional amenities to create a more equitable region. The goal of the Policy Development Grant is to support policy-level change that will realize more equitable development outcomes beyond individual projects.

Applications are due on April 22, 2024. A resolution of support from the City Council is required with the application. If the City's application is awarded, a grant agreement would be executed in June, and work would begin in July, with a project timeline of approximately one year.

RECOMMENDED ACTION:

By motion: Adopt a resolution identifying the need for Livable Communities Policy Development funding and authorizing an application for grant funds.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Most all of Richfield's MR-2 & MR-3 zoned parcels were developed between 1953 and 1970.
- From 1954 to 1982, the MR "Multiple Residence" district allowed multi-family development subject to the same height and setback requirements as single-family residences.
- Created in 1982, the current MR-2 and MR-3 zoning districts were written with a surprisingly similar purpose in mind – to emulate multi-family housing that already existed in the City. The districts were not seen as or intended to be drivers of innovative or forward-

thinking multi-family development. In fact, both districts have purpose statements that intend to “preserve as many as possible of the desirable characteristics of the single-family district” implying that multi-family characteristics are undesirable.

- The MR-2 & MR-3 districts were updated in 1996, to add cluster homes, but generally have not kept pace with the realities of constructing multi-family housing in today’s market.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

- Missing middle housing (the type of housing these districts allow) has historically given working-class families, which tend to have a greater population of people of color, access to more affordable homes. The proposal to differentiate this type of development from single-family development parameters supports equity and inclusion by facilitating the construction of a diversity of housing types at various price points. The proposal supports the strategic goal of “maintaining Richfield as an affordable place to live.” It also supports “climate resilience as a priority” in that it is anticipated to facilitate the construction of infill housing, which helps mitigate sprawl and dependence on private automobiles.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

- The Metropolitan Council requires the City to be the applicant and to submit a resolution in support of the grant application.
- It is the City's policy to seek grant funding when available and as appropriate.
- The following Comprehensive Plan policies support the proposed project:
 - Regularly review land use and zoning ordinances to ensure maximum opportunities for strengthening housing choices.
 - Develop residential standards (scale, density, etc.) for redevelopment areas that create neighborhood character.
 - Promote the development of a balanced housing stock that is available to a range of income levels.
 - Provide a full range of housing choices that contribute to vital and desirable neighborhoods that welcome diversity of age, race, and physical ability; while maintaining a comfortable small town atmosphere.
 - Require site design and architectural characteristics that provide appropriate transitions between lower and higher intensity uses.

D. CRITICAL TIMING ISSUES:

- The grant application is due April 22, 2024, and a resolution of support needs to be submitted as part of the application.
- If approved, the application would be awarded in June and work would begin in July.
- Funds must be expended within two years of the grant award, with an option for a one year time extension; however, staff anticipates the code updates could be completed within a one-year timeframe.

E. FINANCIAL IMPACT:

- Funding would be provided by the Metropolitan Council. The last 25% of the awarded funds will be withheld until the policy developed by the grant is presented to the City Council. Adoption of the developed policy by the City is not required for the release of the last 25%, just due consideration.
- Community Development staff will prepare the grant application.
- If awarded, staff will manage the assistance team, participate in research and engagement, write and present the draft and final ordinances, and manage the grant administration (invoicing, required documentation, etc.).

F. LEGAL CONSIDERATION:

- The City will be required to enter into a grant agreement with the Metropolitan Council, if funding is awarded.
- The City Attorney will review the grant agreement prior to execution.

ALTERNATIVE RECOMMENDATION(S):

Decide not to apply for grant funds.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description	Type
 Draft Resolution of Support	Resolution Letter

RESOLUTION NO.

RESOLUTION IDENTIFYING THE NEED FOR A POLICY DEVELOPMENT GRANT FROM THE LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT FUND, FOR MR-2 AND MR-3 ZONING CODE UPDATES AND AUTHORIZING APPLICATION FOR SUCH

WHEREAS, the City has identified a policy development project that meets the Demonstration Account's purposes and criteria and is consistent with and promotes the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council's adopted metropolitan development guide; and

WHEREAS, the City has the institutional, managerial, and financial capability to ensure adequate project administration; and

WHEREAS, the City certifies that it will comply with all applicable laws and regulations as stated in the grant agreement or will not accept the grant funds; and

WHEREAS, the City agrees to act as legal sponsor for the project contained in the grant application to be submitted on or before April 22, 2024; and

WHEREAS, the City acknowledges Livable Communities Demonstration Account grants are intended to fund projects that can serve as models, examples or prototypes for similar projects elsewhere in the region, and therefore represents that the proposed project can be replicated in other metropolitan-area communities; and

WHEREAS, only a limited amount of grant funding is available through the Metropolitan Council's Livable Communities Demonstration Account during each funding cycle and the Metropolitan Council has determined it is appropriate to allocate those scarce grant funds only to eligible projects that would not occur without the availability of Demonstration Account grant funding.

NOW, THEREFORE, BE IT RESOLVED that, after appropriate examination and due consideration, the City Council of the City of Richfield, Minnesota, finds as follows:

1. That it is in the best interests of the City's policy goals and priorities for the proposed zoning update to occur at this particular time.
2. That the project for which Livable Communities Demonstration Account funding is sought:
 - a. Will not occur without the grant within the reasonably foreseeable future; and
 - b. Will occur within two years after a grant award only if Livable Communities Demonstration Account funding is made available for this project at this time.
 - c. Includes (list projects applied for here):

Project Name	Amount Requested
MR-2 / MR-3 Zoning District Updates	\$50,000

3. That it authorizes Community Development staff to submit on behalf of the City a Policy Development Grant application for Metropolitan Council Livable Communities Demonstration Account grant funds for the update of the MR-2 and MR-3 zoning districts, and to execute such agreements as may be necessary to implement the grant on behalf of the City.

Adopted by the City Council of the City of Richfield, Minnesota this 9th day of April 2024.

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



STAFF REPORT NO. 49
CITY COUNCIL MEETING
4/9/2024

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Sam Crosby, Planner
Melissa Poehlman, Community Development Director
4/3/2024

OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager
4/4/2024

ITEM FOR COUNCIL CONSIDERATION:

Consider a request for an amended Planned Unit Development for a time extension of, and amendment to, the construction agreement for a multi-story parking ramp at 1401 - 77th Street East (Audi Richfield).

EXECUTIVE SUMMARY:

In 2015, the City approved a new Audi dealership at 1401 - 77th Street East (Property). Those approvals included the construction of a multi-story parking ramp on the Property. Because Audi did not want to build the ramp with the original project, they provided \$50,000 in escrow and entered into a Construction Agreement (Agreement) with the City. Since then, multiple time extensions have been granted; see Historical Context section below, and Audi's request narrative.

Now, nine years later, Audi is requesting additional time, which requires an amendment to the parking agreement. Per Audi's request narrative, all signs indicate that inventory is not likely to return to pre-pandemic levels anytime soon, if ever; and they have no viable business need to build a parking ramp now or in the foreseeable future. Given the seemingly permanent change to the nature of their business, Audi has indicated an openness to pursuing other uses, such as acquiring another auto franchise, or expanding their service center. They intend to use the additional time to explore the possibility of other alternatives.

Audi representatives have presented the attached "First Amendment to the Construction Agreement" which extends the application deadline to April 28, 2027, and the construction deadline to April 28, 2028. As with the original agreement, the amendment includes the option for an additional one-year administrative extension; which would place the application deadline at April 28, 2028 and the construction deadline at April 28, 2029.

The Planning Commission held a public hearing on March 25, 2024. There was no one from the public in attendance. The Commission expressed concern over a lack of progress towards compliance. The Commission unanimously recommended approval with an added condition that the applicant document their efforts and provide a report summarizing their progress if a development is not ready by the end of the extended term.

This site is not the only instance where an applicant is having difficulty fulfilling promises for future construction. The Historical Context section of this report touches upon two other examples. In general, phased development has proven to present significant challenges. There are too many elements outside both staff and the applicant's control to guarantee what will or will not happen in the future and there are few options to force compliance.

RECOMMENDED ACTION:

By motion: Approve the Planned Unit Development amendment for a time extension of, and

amendment to, the parking agreement at 1401 - 77th Street East (Audi Richfield).

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

AUDI

- In 2015, the City Council approved development plans for a new Audi dealership at the Property. Those approvals included the construction of a multi-story parking ramp on the Property within five years of the City's approval, to be completed no later than April of 2020. At the time of approval, Audi requested this delay because the anticipated volume of business for a newly opened dealership did not justify the construction of a parking ramp.
- In 2020, Audi had still not submitted plans and requested additional time in which to construct the ramp, as their volume of sales still did not necessitate a parking ramp. Consequently, the City negotiated a \$50,000 escrow deposit and entered into the Agreement with Audi. The Agreement required that Audi submit plans within three years, and complete construction of the ramp within four years. The Agreement authorized the Community Development Director to administratively extend these deadlines by one additional year, with the ramp to be completed no later than April 2025.
- In 2023, the Community Development Director approved the one-year extension.

OTHER PHASED DEVELOPMENTS

- In 2013, the City approved a phased development for Honda, with the second phase being the construction of a "multi-story parking ramp" so that the project would be closer to compliance with building coverage requirements. The applicant was to meet annually with the City, and if a building permit application was not received by June 1st, 2020, the applicant was to either request a time extension or amendment to the Planned Unit Development (PUD). The City does not have a way to enforce compliance, other than to revoke the PUD and shut down the business, which is not practical or helpful. With Audi's similar request for a phased development to delay compliance with the same regulation, the City required a \$50,000 escrow and a construction agreement in the hopes of incentivizing compliance.
- In 2018, the City approved the construction of a new school for Partnership Academy with the condition that the applicant either construct, or secure on adjacent property, the code required amount of parking. A license agreement (which is not a permanent solution) with the neighboring property owner, Brixmor, was obtained. In 2022, the City approved a building expansion of the new school, which increased the parking deficit. A condition of the approval was that the applicant execute a parking agreement detailing the terms for finding a permanent parking solution within two years (April 12, 2024) of the approval. Rather than accepting a one-time escrow deposit, the parking agreement included a penalty of \$50,000 per year, due annually upon default until compliance is achieved.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

N/A - Standard City Business

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

Required Minimum Lot Coverage in the Mixed Use Zoning District (Zoning Code Section 537):

- In the "Mixed Use - Regional" Zoning District, buildings are required to cover at least 50% of a lot. Higher building coverage encourages more intense utilization of land and increased tax base on some of the community's most valuable properties along the I-494 corridor. Audi's current dealership building covers only 29% of the site. The addition of the parking ramp would increase the building coverage on the site to approximately 44%, bringing it closer to compliance with the zoning code requirement of 50%.

D. CRITICAL TIMING ISSUES:

- The current Agreement requires that Audi apply for land use approvals to construct the parking ramp by April 28, 2024.
- This request for an extension was received on February 23, 2024. If the amendment is approved on April 9, it would extend the deadline, maintaining compliance with the Agreement.

E. FINANCIAL IMPACT:

- In 2020, Audi provided the City \$50,000 to be held a non-interest-bearing account to ensure compliance with the terms of the Agreement. The City is still holding the funds in escrow.
- The required application fees have been paid.

F. LEGAL CONSIDERATION:

The City Attorney has reviewed the attached amendment to the Agreement, which must be recorded.

ALTERNATIVE RECOMMENDATION(S):

- Approve the proposed amendment and time extension with additional and/or modified stipulations.
- Deny the proposed amendment and time extension with a finding that the proposal does not meet City requirements.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Joe Bosco, General Manager for Audi Richfield.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution of Approval	Resolution Letter
<input type="checkbox"/> First Amendment to Construction Agreement	Contract/Agreement
<input type="checkbox"/> Applicant's Request Letter	Backup Material
<input type="checkbox"/> Location and Zoning Map	Backup Material
<input type="checkbox"/> Original Construction Agreement	Backup Material
<input type="checkbox"/> Parking Structure Concept Graphic	Backup Material

RESOLUTION NO.

RESOLUTION APPROVING AN AMENDMENT TO THE CONSTRUCTION AGREEMENT FOR A MULTI-STORY PARKING STRUCTURE FOR AUDI RICHFIELD AT 1401 - 77TH STREET EAST

WHEREAS, on April 28, 2015, the City Council approved a comprehensive plan amendment, rezoning, and planned unit development / conditional use permit / final development plan to allow Audi Richfield (Audi) to build a new car dealership at 1401 - 77th Street East (Property), property legally described as:

Lot 1, Block 1, Richfield Properties, Hennepin County, Minnesota.

WHEREAS, the minimum required building coverage in the Mixed Use–Regional Zoning District is 50%, and the Audi’s proposal included building coverage of only 29% of the site without a multi-story parking structure, and approximately 44% with a multi-story parking structure; and

WHEREAS, during the application process, Audi represented it would prefer to wait, rather than construct the parking ramp immediately, because the anticipated volume of business for a newly opened automobile dealership did not justify the construction of a parking ramp; and

WHEREAS, Audi agreed that it would construct a parking ramp on the Property within five years of the City’s land use approvals and was willing to stipulate to this as a condition in the Conditional Use Permit (City Council Resolution No. 11075); and

WHEREAS, Audi deposited \$50,000 of escrow funds, and entered into a Construction Agreement with the City, for the purposes of completing construction of the parking ramp on the Property no later than April 28, 2025; and

WHEREAS, Audi has not yet submitted plans for construction of the parking ramp, and now wishes to extend the deadline for completion by up to four additional years; and

WHEREAS, notice of the public hearing was mailed to properties within 350 feet of the subject property and published in the Sun Current newspaper on March 14, 2024; and

WHEREAS, the Planning Commission of the City of Richfield held a public hearing at its March 25, 2024 meeting and recommended approval of the request;

NOW, THEREFORE, BE IT RESOLVED, by the City Council, that the City of Richfield approves the “First Amendment to the Construction Agreement”, extending the application date to no later than April 28, 2028 and the construction date to no later than April 28, 2029, subject to all terms stated in the Agreement.

BE IT FURTHER RESOLVED, by the City Council, that:

1. The Mayor and City Manager are hereby authorized to execute the First Amendment.
2. Audi is responsible for recording both the original Construction Agreement and the First Amendment to the Agreement, and for providing proof of both to the City.
3. During the extension period, Audi shall make concerted efforts to fulfill the agreement, shall document the efforts made, and shall provide such documentation in a report of their progress if a development is not ready by the end of the term.

Adopted by the City Council of the City of Richfield, Minnesota this 9th day of April, 2024.

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

First Amendment to the Construction Agreement between the City of Richfield and
ARB L.L.C. d/b/a AUDI (AUDI)

The Construction Agreement entered into on the 10th day of March, 2020, by and between the City of Richfield, a municipal corporation under the laws of Minnesota (the “City”), and ARB L.L.C. d/b/a Audi Richfield, a limited liability company formed under the laws of the State of Minnesota (the “Developer”), shall be amended as follows:

A. Paragraph 2(b) of the “Agreement” section shall be deleted in its entirety and replaced with the following language:

b) Developer must submit its engineering and construction Plans and an application for an amendment to Developer’s Planned Unit Development to the City for approval no later than April 28, 2027. The Director of Community Development may authorize one (1) 12-month extension of this deadline, extending no later than April 28, 2028.

B. Paragraph 2(c) of the “Agreement” section shall be deleted in its entirety and replaced with the following language:

c) Construction must be substantially completed no later than April 28, 2028. The Director of Community Development may authorize one (1) 12-month extension of this deadline, extending no later than April 28, 2029.

C. Paragraph 5 of the “Agreement” section shall be deleted in its entirety and replaced with the following language:

5. Cash Escrow. To guarantee compliance with the terms of this Agreement and construction of the parking ramp, the City shall retain the cash deposit in the amount of \$50,000, as outlined in the City of Richfield Cash Escrow Agreement (Escrow agreement) attached herein as Exhibit C, until acceptable completion of the site improvements listed and detailed in this agreement. City and Developer both acknowledge that any completion dates established in the Construction Agreement, or Amendments thereto, shall supersede any dates set forth in the Escrow Agreement.

D. All other terms to remain the same.

Notary Public

AUDI RICHFIELD

1401 EAST 77TH STREET RICHFIELD MN 55423

612.961.2834 WWW.AUDIRICHFIELD.COM

February 22, 2024

TO: Richfield Planning Commission

FROM: Audi Richfield

RE: Application to Amend Planned Unit Development and Conditional Use Permit for the Property located at 1401 77th Street East.

Dear Planning Commission,

I am writing today to request an extension in time to fulfill one of the conditions contained in Audi Richfield's conditional use permit (CUP). Specifically, the requirement to build a two-story parking ramp.

In 2015, pursuant to the city's approval of a PUD and CUP to construct a franchised new car dealership on our property, we agreed to construct a two-story parking ramp by the year 2020. At the time, our business projections suggested that, in time, and as the business grew, we would need additional capacity to store a growing inventory of new and used vehicles.

In 2018, as we neared the 2020 deadline to build the parking ramp, we entered into a construction agreement with the city to memorialize the timeline for submitting construction plans and completion of the parking ramp. This was a good-faith effort on our part to satisfy our commitment to the city and stay in good standing with the zoning code and conditions of the CUP. Candidly, our need for additional parking capacity had not yet materialized at this point, but we nevertheless worked with the city to fulfill this condition of the CUP.

In 2019, we worked with our general contractor and held discussions regarding plans to construct a parking ramp. When it became clear that meeting the deadline was not feasible due to the early stage of the design and planning process, the city agreed to amend the construction agreement and delay construction for an additional four years, ultimately bringing the new deadline to build to 2024. The amended agreement also contained two additional provisions: (1) giving the Director of Community Development the authority to grant a one-year extension, which ultimately occurred, and (2) required Audi Richfield to furnish a \$50,000 cash deposit as a mechanism to guarantee compliance with the terms of the CUP. We did in fact furnish the \$50,000 cash deposit which the city still holds today.

In 2020, the COVID-19 pandemic hit. Like everyone else, the pandemic dramatically impacted our business. Namely, the inventory levels that franchised new car dealerships nationwide historically enjoyed were dramatically reduced. Unique to car dealers is how we calculate our inventory. Rather than counting the raw number of vehicles available, dealers calculate their inventory in terms of "days supply" based on historic sales figures. In the case of Audi Richfield, we typically enjoyed inventory levels of 60-90 days supply, pre-pandemic, meaning we had enough vehicles available on our lot to satisfy demand for 60-90 days. During the pandemic, our

inventory levels dropped as low as zero days supply, meaning we had zero new cars available for sale. Even today, with the continued supply issues that plague all automobile manufacturers worldwide, we typically operate at approximately 30 days supply, meaning we have one-third to one-half the number of new vehicles on our lot as we had pre-pandemic. Based on every resource and metrics that dealers use to measure and predict the future of the industry, all signs show that inventories are not likely to return to pre-pandemic levels anytime soon, if ever. This is, in part, due to manufacturers making a significant push toward customers ordering vehicles either online, or at the dealership, and therefore the need for dealers to carry large inventory is dramatically reduced.

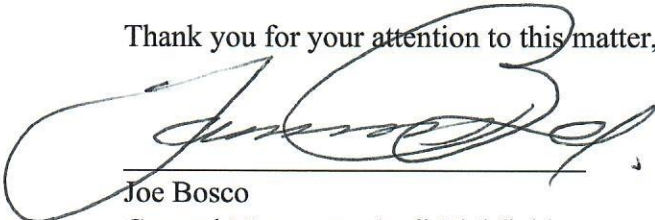
In addition to these new supply realities, the current economic conditions, including high interest rates and high cost of materials and labor, makes satisfying the outstanding condition of the CUP untenable. To put it bluntly, while it does not make good business sense for Audi Richfield to build a ramp that we do not need, it makes even less business sense to build at a time when doing so is cost prohibitive.

With all that said, Audi Richfield remains committed to working with the city to explore higher and better uses for our remaining property than its current surface lot, and even better uses than a parking ramp. To that end, we would very much like to add an additional automobile franchise that would be housed on our remaining property. This of course would require the construction of a new dealership facility. The simple reality is that it is as difficult to predict when we may be awarded a new franchise dealership as it is to be awarded a franchise in the first place.

Being mindful of the difficulty in acquiring another automobile franchise, and with an understanding that to a large degree certain factors in doing so are beyond our control, we are open to pursuing other uses for the property that align with the city's zoning code and comprehensive plan. However, our core competency, admittedly, is retailing and servicing automobiles and therefore venturing into alternatives businesses (uses for the property) will take time and thoughtful planning, which necessitates this request for additional time to satisfy the CUP.

In conclusion, we have no viable business need to build a parking ramp at this time. Despite our good faith projections back in 2015, the business of retailing new automobiles has dramatically changed due to circumstances beyond our control, and there is no way to predict when, if ever, this will change. However, we remain committed to working with the city to explore higher and better uses for our remaining property. Without knowing when exactly this may occur, we are requesting a three-year extension to satisfy the CUP by building either a parking ramp, or, more likely and desirable, another building or business that aligns with the zoning code.

Thank you for your attention to this matter,

A large, stylized handwritten signature in black ink, appearing to read "Joe Bosco".

Joe Bosco

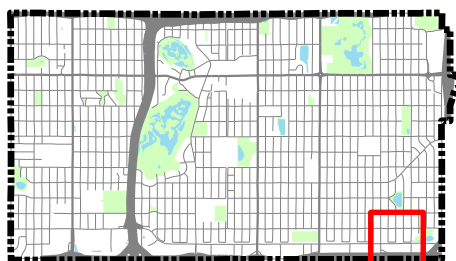
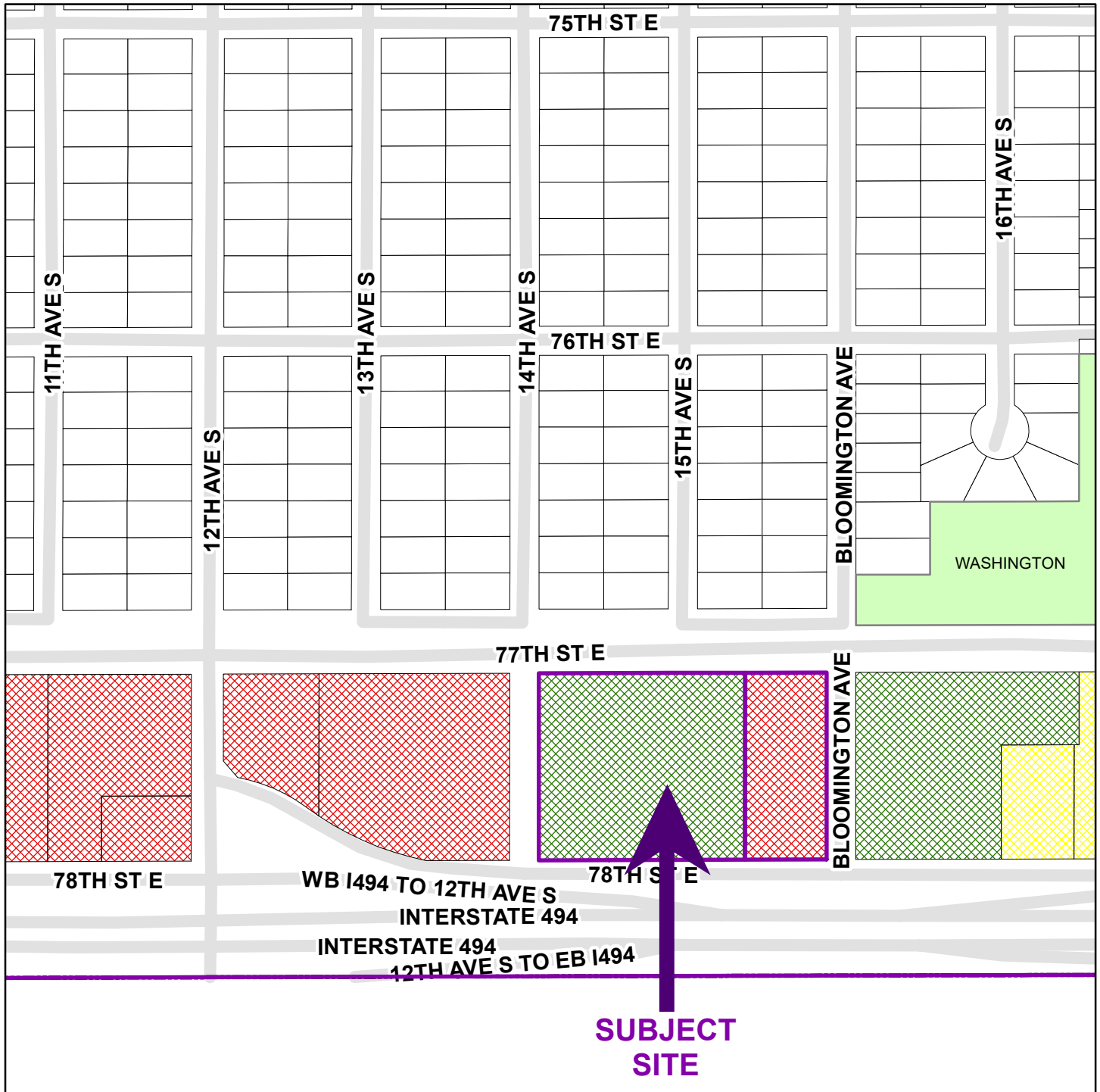
General Manager – Audi Richfield



1401 77th Street East

Location and Zoning Map

Case #:Z24-04



Legend

- R Low Density Residential
- MU-R Mixed Use-Regional
- MU-C Mixed Use-Community
- MU-N Mixed Use-Neighborhood

Parks

0 150 300 600 ft



CONSTRUCTION AGREEMENT

BY AND BETWEEN

THE CITY OF RICHFIELD

AND

ARB L.L.C. d/b/a AUDI (AUDI)

This document drafted by:

Kennedy & Graven, Chartered
(MDT)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300 (AMB)

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This Construction Agreement (the “Agreement”) is made and entered into this 10th day of March, 2020, by and between the city of Richfield, a municipal corporation under the laws of Minnesota (the “City”), and ARB L.L.C. d/b/a Audi Richfield, a limited liability company formed under the laws of the state of Minnesota (the “Developer”).

RECITALS

1. On April 28, 2015, the Richfield City Council approved a Comprehensive Plan Amendment, rezoning ordinance and a resolution authorizing a planned unit development, conditional use permit, and final development plans to allow Developer to build a new Audi car dealership on the Property legally described in Exhibit A (“Property”).
2. The minimum required building coverage in the Mixed Use – Regional District is 50 percent. The Developer’s proposal included building coverage of only 29 percent of the site.
3. During the application process with the City, Developer represented it had plans to build a multi-story parking ramp on the Property, but indicated it would prefer to wait and assess its business for the future rather than construct the parking ramp at the time that the City issued its approvals, because the anticipated volume of business for a newly opened point for an automobile dealership did not justify the construction of a parking ramp. Developer represented that construction of the parking ramp would increase the building coverage on the site to approximately 44 percent.
4. Under the then existing projections, Developer agreed that it would construct a parking ramp on the Property within five years of the City’s land use approvals and was willing to stipulate to this as a condition in the Conditional Use Permit approved for the Property.
5. The Resolution approving Developer’s Final Development Plan and Conditional Use Permit for a Planned Unit Development (Exhibit B) included the following condition:

“The property owner must return to the City for approval of a minimum two-story parking ramp within four years of this approval. Construction of said ramp must be completed within five years of this approval. The property owner must negotiate and execute a separate agreement detailing the specific terms and penalties associated with this requirement. This agreement must be executed prior to the issuance of a certificate of occupancy.”
6. The parties now wish to memorialize the agreement related to the above-described condition.

NOW, THEREFORE, based on the mutual covenants and obligations contained herein, the parties agree as follows:

AGREEMENT

1. Right to Proceed. This Agreement governs the construction of a parking ramp on the Property, pursuant to the stipulated condition in the Conditional Use Permit. The Developer may not proceed with construction until all of the following conditions precedent have been satisfied:

- a) this Agreement has been executed by the Developer and the City;
- b) the required Cash Escrow has been received by the City from or on behalf of the Developer;
- c) land use plans including site design and architectural details have been submitted by the Developer and approved by the City;
- d) final engineering and construction plans and erosion control plan have been submitted by the Developer and approved by the city engineer;
- e) the Developer has paid the City for legal expenses incurred by the City regarding this Agreement, including fees related to the drafting and negotiation of this Agreement;
- f) the Developer has received all required permits and approvals from the Minnehaha Creek Watershed District, Three Rivers Park District, Minnesota Pollution Control Agency, Hennepin County, the Minnesota Department of Transportation, and any other permitting entity having jurisdiction; and
- g) the City has issued a building permit.

2. Plans/PUD Amendment.

- a) The Developer agrees to construct the parking ramp in accordance with all required city approvals and in compliance with all applicable city codes and other laws. The Developer also agrees that the ramp constructed shall be materially in accordance with the approved engineering and construction plans (collectively, "Plans") that will be submitted to the City. Once submitted, the Plans may not be materially modified by the Developer without the prior written approval of the City.
- b) Developer must submit its engineering and construction Plans and an application for an amendment to Developer's Planned Unit Development to the City for approval no later than April 28, 2023. The Director of Community Development may authorize one (1) 12-month extension of this deadline, extending no later than April 28, 2024.
- c) Construction must be substantially completed no later than April 28, 2024. The Director of Community Development may authorize one (1) 12-month extension of this deadline, extending no later than April 28, 2025.

- d) No vehicles related to the inventory or service operations of the Audi car dealership shall be parked on public right of way surrounding the property.
- e) All construction work performed by or on behalf of the Developer must comply with City and State noise regulations.

3. Erosion Control. a) All construction shall be conducted in a manner designed to control erosion and in compliance with all City ordinances and other requirements, including the City's permit with the Minnesota Pollution Control Agency regarding municipal separate storm sewer system program. Before construction begins, the City must approve an erosion control plan submitted by the Developer, and the Developer shall implement such plan. The City may impose additional erosion control requirements after the City's initial approval if the City deems such measures reasonably necessary due to a change in conditions. All areas disturbed by the grading shall be reseeded promptly after the completion of the work in that area unless the construction is anticipated immediately thereafter. Except as otherwise provided in the erosion control plan, seed shall provide a temporary ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion.

b) If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems reasonably appropriate to control erosion based on the urgency of the situation. The City will make a good faith effort to notify the Developer in advance of any proposed action, including by telephone or email in the case of emergencies, but failure of the City to do so will not affect the Developer's obligations or the City's rights hereunder.

c) The Developer agrees to reimburse all expenses incurred by the City in connection with erosion control actions. The erosion control measures specified in the Plans or otherwise required on the Property shall be binding on the Developer and its successors and assigns.

4. Construction of Ramp. a) Construction must be in accordance with the Plans, any required city approvals, and applicable City engineering standards. The Developer shall submit plans and specifications for construction prepared by a registered professional engineer. The Developer shall obtain any necessary permits from the Minnesota Pollution Control Agency, Minnehaha Creek Watershed District, Three Rivers Park District, Hennepin County, MnDOT, and any other agency having jurisdiction over the Property before proceeding with construction. The City shall inspect all work at Developer's cost. The Developer, its contractors, and subcontractors, shall follow all instructions received from the City's inspectors regarding compliance with the Plans, with City Code requirements or with City engineering standards.

b) As-builts or escrow required prior to final C.O. issue. Submit .pdf file of complete civil and site plan set including all updates with as-built information of all utilities installed and removed. Utility plan also to be delivered as an AutoCAD file, ANSI D size Mylar, and ArcMap point and line shapefile with attribute table populated with structure, pipe and invert elevation

information; provide benchmark information to all new and adjusted hydrants TNH elevation, vertical datum: NAVD 88.

5. Cash Escrow. To guarantee compliance with the terms of this Agreement and construction of the parking ramp, Developer shall furnish the City with a cash deposit in the amount of \$50,000. The cash escrow agreement is attached as Exhibit C.

6. Revocation of Conditional Use Permit. If Developer fails to complete the construction of the ramp by the date identified in paragraph 2(c) of this Agreement, the City will take all lawful steps to revoke the Conditional Use Permit approved for the Property.

7. Insurance. The Developer or its contractor shall maintain, during construction and until at least six months after construction is completed, commercial general liability insurance covering claims for damages for bodily injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Minimum insurance limits shall be: \$1,000,000 – per occurrence; \$2,000,000 – annual aggregate; \$2,000,000 – annual aggregate – Products/Completed Operations. The following coverages must be included: Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability. The City shall be named as an additional insured on the policy. The certificate of insurance shall provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Developer or its contractor.

Developer must also provide Worker's Compensation Insurance for all of its employee in accordance with the statutory requirements for the State of Minnesota.

8. Responsibility for Costs. The Developer agrees to reimburse the City for its reasonable legal costs and expenses incurred in drafting and negotiating this Agreement within 30 days after notice in writing by the City. The Developer agrees to reimburse the City for the reasonable cost incurred in the enforcement of any provision of this Agreement, including reasonable attorneys' fees.

9. Clean up and Dust Control. The Developer shall daily clean dirt and debris resulting from construction work by the Developer, its contractors, agents, or assigns. The Developer shall provide dust control to the satisfaction of the City's engineer throughout construction on the Property.

10. Compliance With Laws. The Developer agrees to comply with all laws, ordinances, regulations and directives of the state of Minnesota, Hennepin County, and the City applicable to the Property. This Agreement shall be construed according to the laws of Minnesota. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits for the Property, as well as revocation of the Conditional Use Permit approved for the Property.

11. Agreement Runs With the Land. This Agreement shall run with the Property and shall be recorded against the title thereto and shall bind the parties hereto and their successors and assigns.

12. Indemnification. The Developer hereby agrees to indemnify and hold the City and its officers, employees, and agents harmless from claims made by third parties for damages sustained or costs incurred resulting from any action taken pursuant to this Agreement. The Developer hereby agrees to indemnify and hold the City and its officers, employees, and agents harmless for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees, except matters involving procedural errors in violation of law or acts of gross negligence by the City.

13. Assignment. The Developer may not assign this Agreement without the prior written permission of the City.

14. Notices. Any notice or correspondence to be given under this Agreement shall be deemed to be given if delivered personally or sent by U.S. Mail, postage prepaid, certified mail, return receipt requested:

a) as to Developer: ARB L.L.C. d/b/a Audi Richfield
1401 77th St. East
Richfield, MN 55423
Attn: Ralph Gesualdo

With a copy to: International Autos
2400 S. 108th Street
West Allis, WI 53227
Attn: Ralph Gesualdo

b) as to City: City of Richfield
6700 Portland Avenue
Richfield, MN 55423
Attn: City Manager

with a copy to: Richfield City Attorney
Kennedy & Graven
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

or at such other address as either party may from time to time notify the other in writing in accordance with this Section. The Developer shall notify the City if it changes its name or address.

15. Severability. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other provision of this Agreement.

16. Non-waiver. Each right, power or remedy conferred upon the City by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

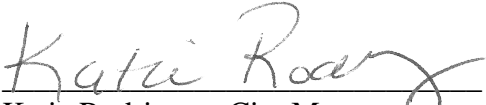
17. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

18. Force Majeure. Whenever a period of time is herein prescribed, for action to be taken by City or Developer, City or Developer shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any unavoidable delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of the parties, including without limitation, inclement conditions and delays in the issuance of permits and approvals. However, this provision shall not apply to any delay caused, in whole or in part, by the Developer's failure to apply for or diligently pursue all necessary government approvals required under this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF RICHFIELD

By: 
Maria Regan Gonzalez, Mayor

By: 
Katie Rodriguez, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Maria Regan Gonzalez and Katie Rodriguez, the Mayor and City Manager, respectively, of the city of Richfield, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

ARB L.L.C. d/b/a AUDI RICHFIELD

By: [Signature]
Its: Managing Member

WISCONSIN
STATE OF ~~MINNESOTA~~)
COUNTY OF MILWAUKEE) ss.

The foregoing instrument was acknowledged before me this 10TH day of FEBRUARY,
2020 ~~2019~~, by RALPH GESUALDO, the MANAGING MEMBER of ARB L.L.C., a Minnesota limited
liability company, on behalf of the limited liability company.



[Signature]
Notary Public

EXHIBIT A

The land to which this Construction Agreement applies is legally described as follows:

LOT 1, BLOCK 1, RICHFIELD PROPERTIES, HENNEPIN COUNTY, MINNESOTA

EXHIBIT B

RESOLUTION NO. 11075

**RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN
AND CONDITIONAL USE PERMIT
FOR A PLANNED UNIT DEVELOPMENT
AT 1400 – 78TH STREET EAST, 1420 – 78TH STREET EAST,
1500 – 78TH STREET EAST AND
7711 – 14TH AVENUE**

WHEREAS, an application has been filed with the City of Richfield which requests approval of a final development plan and conditional use permit for a planned unit development to allow construction of a three-story automobile dealership and parking ramp at 1400 – 78th Street East, 1420 – 78th Street East, 1500 – 78th Street East, and 7711 – 14th Avenue, property legally described in the attached Exhibit A; and

WHEREAS, the Planning Commission of the City of Richfield held a public hearing and recommended approval of the requested final development plan and conditional use permit at its March 23, 2015 meeting; and

WHEREAS, notice of the public hearing was mailed to properties within 350 feet of the subject property on March 10, 2015 and published in the Sun-Current on March 12, 2015 and; and

WHEREAS, the requested final development plan and conditional use permit meets those requirements necessary for approving a planned unit development as specified in Richfield's Zoning Code, Section 542.09, Subd. 3 and as detailed in City Council Staff Report No. 63; and

WHEREAS, the request meets those requirements necessary for approving a conditional use permit as specified in Richfield's Zoning Code, Section 547.09, Subd. 6 and as detailed in City Council Staff Report No. 63; and

WHEREAS, the City has fully considered the request for approval of a planned unit development, final development plan and conditional use permit; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota, as follows:

1. The City Council adopts as its Findings of Fact the **WHEREAS** clauses set forth above.
2. A planned unit development, final development plan and conditional use permit are approved for an automobile dealership as described in City Council Report No. 63, on the Subject Property legally described in Exhibit A.
3. The approved planned unit development, final development plan and conditional use permit are subject to the following conditions:

- A recorded copy of the approved resolution must be submitted to the City prior to the issuance of a building permit.
 - The property must be platted and the plat recorded prior the issuance of a certificate of occupancy.
 - The property owner must return to the City for approval of a minimum two-story parking ramp within four years of this approval. Construction of said ramp must be complete within five years of this approval. The property owner must negotiate and execute a separate agreement detailing the specific terms and penalties associated this requirement. This agreement must be executed prior to the issuance of a certificate of occupancy.
 - Separate sign permits are required. This resolution constitutes approval of a height (33 ft.) variation only. This variation is for one freestanding sign along I-494.
 - Light levels may not exceed those proposed in approved plans. Lights must be dimmed to meet City standards between the hours of 10 p.m. and 7 a.m. daily.
 - All new utility service must be underground.
 - All utilities must be screened from public view.
 - Final 77th Street pedestrian lighting plan must be approved by the Public Works Director. A Maintenance Agreement related to lighting must be recorded prior to the issuance of a Certificate of Occupancy.
 - Entire sidewalk along 78th Street must be replaced with new 6-foot walk.
 - Final landscaping plans must be approved by the Directors of Public Works, Community Development and Mn-DOT (where applicable). Full site irrigation, including boulevards, is required.
 - The property owner is responsible for the ongoing maintenance and tending of all landscaping in accordance with approved plans.
 - A Construction and Maintenance Agreement must be recorded prior to the issuance of a final Certificate of Occupancy.
 - The applicant is responsible for obtaining all required permits, compliance with all requirements detailed in the City's Administrative Review Committee Report dated February 26, 2015 and compliance with all other City and State regulations.
 - Minnesota Department of Transportation review required. Applicant must obtain all required permits for work in State right-of-way.
 - Final stormwater management plan must be approved by Public Works Director. Infiltration not allowed in high-vulnerability wellhead protection area.
 - Prior to the issuance of an occupancy permit the developer must submit a surety equal to 125% of the value of any improvements not yet complete.
 - As-builts or \$7,500 cash escrow must be submitted to the Public Works Department prior to issuance of a final certificate of occupancy.
4. The approved planned unit development, final development plan and conditional use permit shall expire one year from issuance unless the use for which the permit was granted has commenced, substantial work has been completed or

upon written request by the developer, the Council extends the expiration date for an additional period of up to one year, as required by the Zoning Ordinance, Section 547.09, Subd. 9.

5. The approved planned unit development, final development plan and conditional use permit shall remain in effect for so long as conditions regulating it are observed, and the conditional use permit shall expire if normal operation of the use has been discontinued for 12 or more months, as required by the Zoning Ordinance, Section 547.09, Subd. 10.

Adopted by the City Council of the City of Richfield, Minnesota this 28th day of April, 2015.


Debbie Goettel, Mayor

ATTEST:



Elizabeth VanHoose, City Clerk

EXHIBIT C



City of Richfield Cash Escrow Agreement

RICHFIELD PROPERTIES LLC does hereby tender a cash escrow to the City of Richfield in the amount of \$50,000 to guarantee compliance with the terms of CONSTRUCTION AGREEMENT BY AND BETWEEN THE CITY OF RICHFIELD AND ARB L.L.C. d/b/a AUDI ("Agreement")

The Agreement details site improvements, including construction of a parking ramp, that are required for the property located at 1401 77TH ST E (AUDI RICHFIELD), Richfield, Minnesota, 55423.

The Agreement requires said site improvements to be completed by APRIL 28, 2024. The Director of Community Development may authorize one (1) 12-month extension of this deadline, extending no later than April 28, 2025.

The City of Richfield will release this cash escrow upon acceptable completion of the site improvements listed above and detailed in the Agreement. An inspection of the property will be conducted by the City Manager's designee to verify acceptable completion.

The City of Richfield may use this cash escrow to complete any incomplete site improvements if RICHFIELD PROPERTIES LLC does not do so by the completion date(s) specified above. RICHFIELD PROPERTIES LLC (property owner) does hereby grant the City of Richfield and its agents and employees the right to enter upon the property for the purposes of completing any incomplete items listed above. Any administrative costs involved with enforcing this agreement or any costs incurred by the City of Richfield in excess of the cash escrow amount will be paid by RICHFIELD PROPERTIES LLC (property owner) within 30 days following written notice of such costs.

The City of Richfield will deposit the Cash Escrow check in a non-interest bearing account; and no interest shall be due and payable to RICHFIELD PROPERTIES LLC as a result of this Cash Escrow agreement.



Property Owner Date: 2/10/20

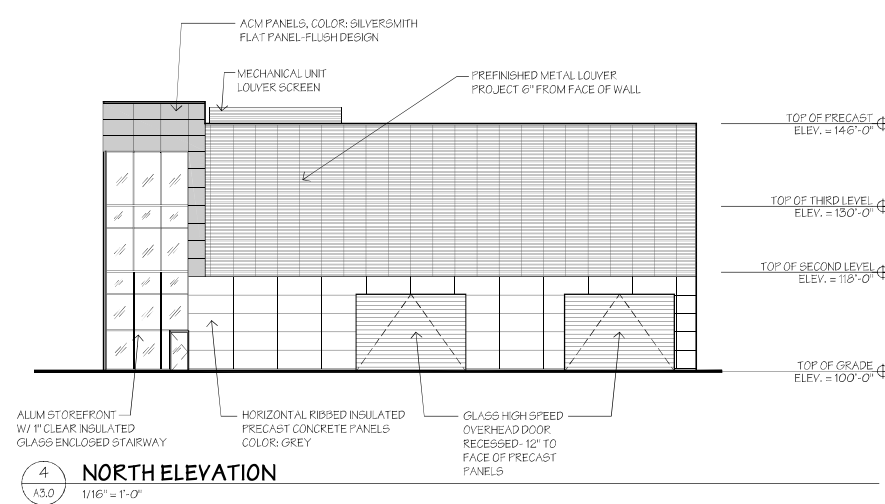
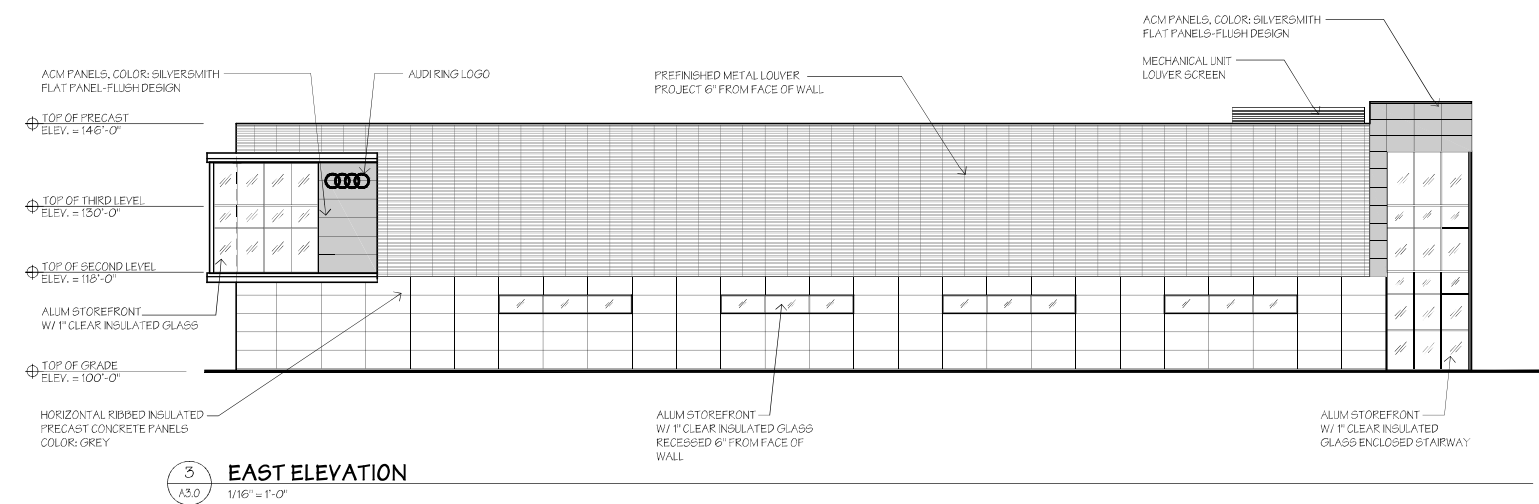
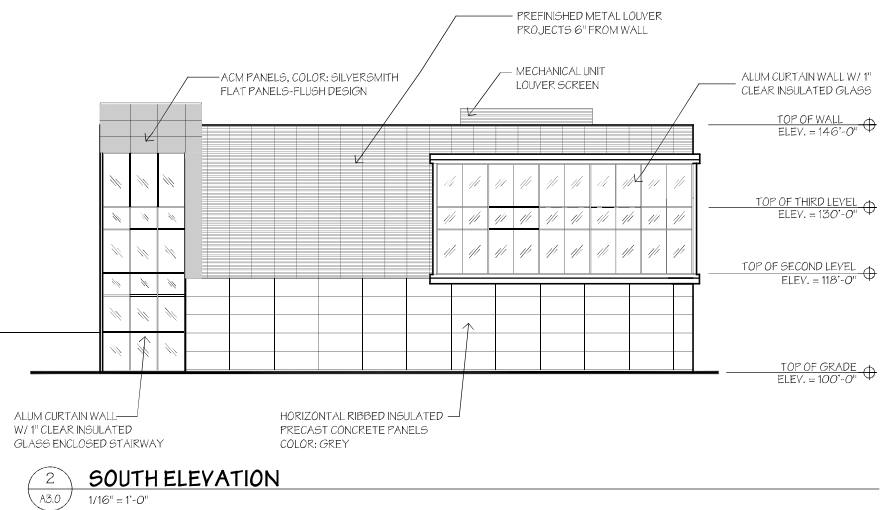
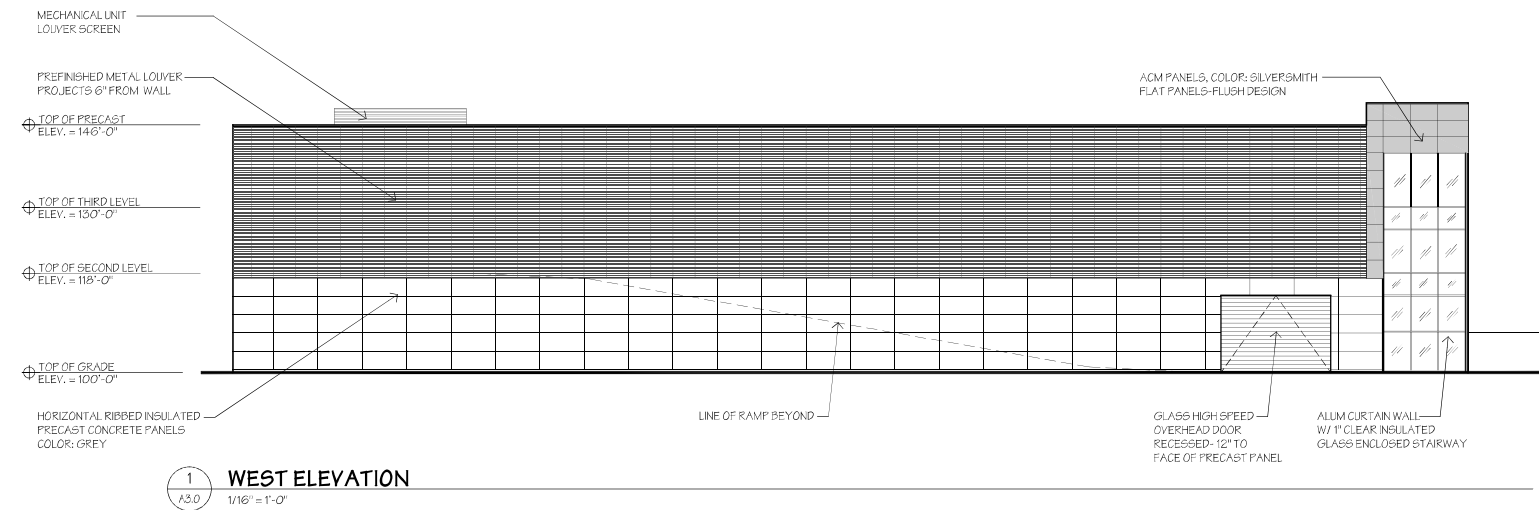
N/A

Contractor Date: _____

RELEASED BY CITY OF RICHFIELD:

City Planner/or City Manager Designee Date: _____

PARKING RAMP PLANS SUBMITTED FOR 2015 PUD APPROVAL



2015 NEW FACILITY

AUDI TERMINAL OF RICHFIELD

1420 78TH STREET EAST
RICHFIELD, MINNESOTA 55423

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ARCHITECTS &
CONTRACTORS, LTD.

227 Colfax Avenue North,
Suite 100
Minneapolis, MN 55405
Ph: (612) 377-3333 Fax: (612) 377-3773
www.phillipsarchitects.com

I HEREBY CERTIFY THAT THIS PLAN,
SPECIFICATION OR REPORT WAS PREPARED
BY ME OR UNDER MY DIRECT SUPERVISION
AND THAT I AM A DULY LICENSED
ARCHITECT UNDER THE LAWS OF THE
STATE OF MINNESOTA.

David A. Phillips

DATE: 2-17-2015 LICENSE # 17367

ISSUE/REVISION:
2-17-2015 CITY SUBMITTAL
3-9-2015 CITY REVISIONS

DRAWN BY: SCB
CHECKED BY: DAP
PROJECT NO.: 14342

EXTERIOR
ELEVATIONS @
PARKING RAMP

A3.1

PARKING RAMP VIEW FROM TRAIL ALONG EAST SIDE OF PROPERTY



AUDI TERMINAL OF RICHFIELD



STAFF REPORT NO. 50
CITY COUNCIL MEETING
4/9/2024

REPORT PREPARED BY:
 DEPARTMENT DIRECTOR REVIEW:

Jay Henthorne, Director of Public Safety/Chief of Police
 Jay Henthorne, Director of Public Safety/Chief of Police
 4/2/2024

OTHER DEPARTMENT REVIEW:
 CITYMANAGER REVIEW:

Katie Rodriguez, City Manager
 4/3/2024

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the Intensive Comprehensive Peace Officer Education and Training 2024 Grant between the City of Richfield Police Department and the Minnesota Department of Public Safety's Office of Justice Programs (OJP) to fund a non-traditional police officer candidate.

EXECUTIVE SUMMARY:

The City of Richfield Police Department recently applied for a grant to participate in the Intensive Comprehensive Peace Officer Education and Training 2024 Grant. The program is designed to bring non-traditional candidates into the law enforcement field.

RECOMMENDED ACTION:

By motion: Approve Intensive Comprehensive Peace Officer Education and Training 2024 Grant.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Applicants must have a four- or two-year degree from a credited college.
- Successful candidate will be hired by the City of Richfield Police Department as a Police Trainee. This is a full-time position with insurance, and pension benefits.
- As a Police Trainee the individual will attend 35-40 hours a week of college course work at Hennepin Technical College. Upon successful completion of this course work, the Police Trainee will take the Peace Officer Standards and Training (POST) licensing examination.
- All course fees and equipment are provided and paid for by the City of Richfield Police Department.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Strategic Considerations:

This grant will help the city to recruit and train an additional officer which will help the city maintain their fully authorized strength.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

- Minnesota Department of Public Safety's Office of Justice Programs (OJP) notified the City of Richfield Police Department that they were selected to receive the 2024 Intensive Comprehensive Peace Officer Education and Training Grant.
- The City of Richfield Police Department wishes to participate in the Intensive Comprehensive Peace Officer Education and Training 2024 Grant.

D. CRITICAL TIMING ISSUES:

This agreement must be signed for the Intensive Comprehensive Peace Officer Education and Training 2024 Grant to receive the allotted funding.

E. FINANCIAL IMPACT:

- The total cost of this agreement will not exceed \$50,000.00 to be paid by the Minnesota Department of Public Safety's Office of Justice Programs (OJP).
- The City of Richfield Police Department has already budgeted the remainder of the funds to cover any additional costs.

F. LEGAL CONSIDERATION:

ALTERNATIVE RECOMMENDATION(S):

The Council could choose to not sign this agreement, which would make this agreement null and void with the Minnesota Department of Public Safety's Office of Justice Programs (OJP) and the Department would not be able to participate in the grant.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
□ Agreement	Contract/Agreement



Minnesota Department of Public Safety (“State”) Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Intensive Comprehensive Peace Officer Education and Training 2024 Grant Contract Agreement No.: A-ICPOE-2024-RICHFPD-029
Grantee: City of Richfield, Police Department 6700 Portland Avenue South Richfield, Minnesota 55423-2560	Grant Contract Agreement Term: Effective Date: 6/1/2024 Expiration Date: 6/30/2025
Grantee’s Authorized Representative: Jay Henthorne, Chief of Police City of Richfield, Police Department 6700 Portland Avenue South Richfield, Minnesota 55423-2560 (612) 861-9828 jhenthorne@richfieldmn.gov	Grant Contract Agreement Amount: Original Agreement \$50,000.00 Matching Requirement \$0.00
State’s Authorized Representative: Kristin Lail, Grants Specialist Coordinator Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 230-3358 Kristin.lail@state.mn.us	Federal Funding: CFDA/ALN: None FAIN: N/A State Funding: Minnesota Session Laws of 2023, Chapter 52, Article 2, Section 3, Subdivision 8. Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved Intensive Comprehensive Peace Officer Education and Training 2024 Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota, 55101-2139. The Grantee shall also comply with all requirements referenced in the Intensive Comprehensive Peace Officer Education and Training 2024 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-ICPOE-2024-RICHFPD-029 /3-94545

Project No.(indicate N/A if not applicable): N/A

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Organization: Richfield Police Department

A-ICPOE-2024-RICHFPD-029

Budget Summary

ICPOE: Intensive Comprehensive Peace Officer Education and Training				
Budget Category	Award			
Personnel				
Wages - Cadet 1	\$22,677.60			
Total	\$22,677.60			
Payroll Taxes and Fringe				
Fringe Benefits - Cadet 1	\$6,722.40			
Total	\$6,722.40			
Travel and Training				
Tuition and Equipment - Cadet 1	\$20,600.00			
Total	\$20,600.00			
Total	\$50,000.00			



STAFF REPORT NO. 51
CITY COUNCIL MEETING
4/9/2024

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

John Evans, Executive Analyst
Karl Huemiller, Recreation Services Director
4/2/2024

OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager
4/3/2024

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of a resolution authorizing the utilization of a construction manager at risk process for the Wood Lake Nature Center building project and authorizing staff and the city attorney to complete the selection process and engage in contract negotiations.

EXECUTIVE SUMMARY:

Staff is seeking authorization from Council to use a Construction Manager at Risk (CMAR) process, as authorized by state statute, to manage the upcoming Wood Lake Nature Center Building Project. The project will be funded by a combination of grants, liquor store revenue, and local sales tax revenue, if approved in November.

As part of the statutory process, staff will issue a Request for Qualifications (RFQ) seeking proposals from interested and qualified parties. The selection committee will review and evaluate responses and prepare a "short list" of candidates. The selection committee is the same group of staff that has been serving as the core planning team for the project. It includes:

- Karl Huemiller, Recreation Services Director
- Paul Smithson, Wood Lake Nature Center Manager
- Joe Powers, City Engineer
- Rachel Lindholm, Sustainability Specialist
- Chad Lunder, Chief Building Official
- Nancy Blankfard, Principal Architect, HGA

After reviewing and scoring the RFQ responses, the selection team will develop and issue a Request for Proposals (RFP), requesting further information desired from the short-listed proposers. The committee will then review proposals, conduct interviews, and rank the proposals. Staff will then commence contract negotiations with the highest-ranking proposer.

The chosen construction manager will agree to a Guaranteed Maximum Price for the project and will be responsible for the project budget, schedule, and completion.

Staff have been working closely with the City Attorney's office to develop the required RFQ and RFP documents. A notice soliciting responses to the RFQ was published on April 4, 2024. To move forward with the remainder of the process, staff seeks Council approval.

The CMAR schedule is as follows (all dates in 2024):

April 4 RFQ Issued
April 8 Pre-Qualifications Meeting
April 11 Deadline for questions
April 19 RFQ Addendum Issued
April 25 RFQ Responses Due
May 3 RFQ Scoring/RFP Issue to Select Firms
May 21 Proposals Due
May 28 Proposal Scoring-Interviews Scheduled
June CM Contract Presented to City Council for Approval

RECOMMENDED ACTION:

By motion: Adopt the Resolution authorizing the utilization of a construction manager at risk process for the Wood Lake Nature Center building project and authorizing staff and the city attorney to complete the selection process and engage in contract negotiations.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

For the last few years, staff and the Richfield community have been determining the future needs of the Wood Lake Nature Center facility. Staff has sought input from City Council, the Community Services Commission, and the Friends of Wood Lake, as well as the community of Wood Lake visitors through online and in-person surveys.

Staff applied for, and was awarded grants from Hennepin County and the State of Minnesota and has allocated special revenue funds in the Richfield Capital Improvement Plan. To fund the remainder of the project, a Local Sales Tax referendum will be proposed to residents on the November 2024 ballot.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Impact:

Wood Lake Nature Center provides facilities and programs that are accessible to all. Wood Lake's building and the park itself have no admission fee, so people of any economic situation are free to enjoy the facility. The new building will also be free for the public to enter and will include environmental education features and displays. All facilities proposals will be evaluated for accessibility and ADA standards.

People:

The Recreation Services Department has an ongoing commitment to provide programs and facilities that are accessible and inviting to all people, regardless of ethnicity, gender identification, or economic status. The play equipment lots are available to, and regularly used by, all members of our community.

Consequences:

The Recreation Services Department has been proactive about creating a welcoming environment for all people and has seen diverse community participation. Staff realizes that these facilities are made possible by all of Richfield residents and strives to take steps to ensure that our participants reflect that diversity and individuality.

Strategic Outcome Considerations:

By replacing outdated facilities and continuing to upgrade Wood Lake's infrastructure as needed, it can better reach the core goals of providing environmental education to all people, regardless of income, gender, race, age, or any other demographic designation.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

Staff seeks Council approval to engage in the construction manager at risk procedure authorized by Minnesota Statutes, Section 471.463. The attached Resolution authorizes staff to do so.

D. CRITICAL TIMING ISSUES:

In order to comply with the planned project timeline, staff will need to proceed in a timely manner with the Request for Qualifications process.

E. FINANCIAL IMPACT:

A Construction Manager at Risk model is utilized to guarantee that a project complies with a maximum project cost, construction schedule, and quality of work expectations.

F. LEGAL CONSIDERATION:

Staff have been working with the City Attorney to ensure compliance with the construction manager at risk statutory process.

ALTERNATIVE RECOMMENDATION(S):

Reject the resolution and possibly delay the planning of the Wood Lake Building Project.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
□ CMAR RFQ Selection-WLNC	Resolution Letter

**CITY OF RICHFIELD
RESOLUTION NO. ____**

**A RESOLUTION AUTHORIZING THE UTILIZATION OF A CONSTRUCTION
MANAGER AT RISK PROCEDURE FOR THE WOOD LAKE NATURE CENTER
BUILDING PROJECT**

BE IT RESOLVED, by the City Council of the City of Richfield as follows:

WHEREAS, Minnesota Statutes § 471.345, subd. 3b provides the City with authority to award contracts over \$175,000.00 for construction, alteration, repair, or maintenance work to a construction manager at risk as provided in Minnesota Statutes§ 471.463; and

WHEREAS, Minnesota Statutes § 471.463, subd. 1 (b) defines a “construction manager at risk” as an individual, corporation or other legal entity who is selected by the City to act as a construction manager to manage the construction process, including but not limited to responsibility for the price, schedule, and workmanship of the construction performed; and

WHEREAS, Minnesota Statutes § 471.463, subd. 1 (c) defines a “construction manager at risk contract” as a contract for construction of a project between a construction manager at risk and a municipality, which shall include a guaranteed maximum price, construction schedule, and workmanship of the construction performed; and

WHEREAS, Minnesota Statutes§ 471.463 provides the City with authority to use a construction manager at risk method of project delivery and to award a construction manager at risk contract based on the selection criteria and process described in the statute; and

WHEREAS, the construction manager at risk process includes creation of a selection committee, issuance of a request for qualifications (RFQ) and request for proposals (RFP), evaluation of responses, interviews of proposers, and final contract negotiations; and

WHEREAS, at a City Council work session on December 12, 2023, staff presented information to the Council regarding the Wood Lake Nature Center construction project including selection of an Architectural firm for the design and construction administration of the project, as well as staff’s recommendation to proceed with the construction manager at risk process for construction of the project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield as follows:

1. The City Council approves use of the construction manager at risk method of project delivery for the Wood Lake Nature Center building project.

2. The City Council approves and concurs with the appointment of the following individuals to the construction manager at risk selection committee:
 - a. Karl Huemiller, Recreation Services Director
 - b. Paul Smithson, Wood Lake Nature Center Manager
 - c. Joe Powers, City Engineer
 - d. Chad Lunder, Chief Building Official
 - e. Brittany Bartlett, Equity Coordinator
 - f. Rachel Lindholm, Sustainability Specialist
 - g. Nancy Blankfard, Principal Architect, HGA
3. City staff, the city attorney, and other required City consultants are authorized to take all necessary steps to carry out the construction manager at risk selection process, including but not limited to issuance of the RFQ and RFP, evaluation of proposals, interviews of proposers and negotiation of a contract.

ADOPTED by the City Council of the City of Richfield, Minnesota this 9th day of April 2024.

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



STAFF REPORT NO. 52
CITY COUNCIL MEETING
4/9/2024

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Jennifer Anderson, Support Services Manager
Jay Henthorne, Director of Public Safety/Chief of Police
4/2/2024

OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager
4/3/2024

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the CDC Infrastructure grant services agreement with the City of Bloomington, effective January 1, 2024 - November 30, 2027.

EXECUTIVE SUMMARY:

Minnesota was awarded \$42.9 million for the Strengthening the U.S. Public Health Infrastructure, Workforce, and Data Systems grant (CDC Infrastructure Grant). Community health boards will receive 40% of the funds awarded to Minnesota for the Workforce portion of the grant. This is \$16.4 million to community health boards for use over a five-year period.

The purpose of the funding is to recruit, retain, and train a skilled and diverse public health workforce, address longstanding public health infrastructure needs, and increase the size of the public health workforce.

RECOMMENDED ACTION:

By Motion: Approve the CDC Infrastructure grant services agreement with the City of Bloomington, effective January 1, 2024 - November 30, 2027.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

This grant funding is intended to be very flexible, and activities may include:

- Supporting and sustaining the public health workforce
- Retaining public health staff
- Training new and existing public health staff
- Strengthening workforce planning, systems, processes, and policies
- Recruiting and hiring new public health staff

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Work under the grant will include an equity lens.

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

D. CRITICAL TIMING ISSUES:

E. FINANCIAL IMPACT:

F. LEGAL CONSIDERATION:

The City Attorney has reviewed the agreement and approves of its contents.

ALTERNATIVE RECOMMENDATION(S):

The City Council could decide not to approve the agreement with the City of Bloomington and direct staff on how to proceed.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
□ CDC Infrastructure Grant Services Agreement	Cover Memo

PUBLIC HEALTH INFRASTRUCTURE SERVICES AGREEMENT

BETWEEN THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD

THIS AGREEMENT is made by and between the **CITY OF BLOOMINGTON, MINNESOTA**, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431-3027 acting through its Public Health Division, (Bloomington”), and **CITY OF RICHFIELD, MINNESOTA**, a Minnesota municipal corporation located at 6700 Portland Avenue, Richfield, Minnesota 55423 (“Richfield”). Bloomington and Richfield are herein referred to collectively as the “Parties.”

RECITALS

- A. Bloomington warrants and represents that its Division of Public Health is a duly certified public health agency operating in accordance with all applicable federal and state requirements.
- B. Bloomington’s Division of Public Health provides Public Health Infrastructure Services to recruit, retain, and train a skilled and diverse Public Health workforce (“PH Infrastructure Services”).
- C. Richfield wishes to promote, support, and maintain the health of its residents by providing PH Infrastructure Services to its residents, and desires to contract with Bloomington to provide such PH Infrastructure Services, funding these duties via Minnesota Department of Health (MDH) grant dollars and subject to the grant compliance timeliness provided by MDH.
- D. In previous years, Bloomington has also contracted with the City of Edina, Minnesota (“Edina”) to provide Services.
- E. Bloomington, Edina, and Richfield desire to allocate the costs of the PH Infrastructure Services in accordance with each city’s share of total services provided by Bloomington to all three cities as described in the Cost Allocation Strategy attached as Exhibit B.
- F. The governing bodies of Bloomington and Richfield are authorized by Minn. Stat. §145A.04, Subd. 5, and Minn Stat. §471.59, Subd. 10, to enter into agreements with each other for the provision of local public health services by Bloomington to residents of Richfield.
- G. Through this contractual agreement the provision of local public health services will enable Richfield to document progress toward the achievement of statewide outcomes, as stated in Minn. Stat. §145A.04, Subd. 1a(2).
- H. Bloomington is willing to provide such PH Infrastructure Services to residents of Richfield on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the Recitals above and in consideration of the terms and conditions expressed in this Agreement, City and Contractor agree as follows:

AGREEMENT

1. **Services to be Provided.** Bloomington agrees to provide the residents of Richfield PH Infrastructure Services as described in the Scope of Services attached to this Agreement as Exhibit A or any supplemental letter agreements, or both, entered into between Bloomington and Richfield (the “Services”). The Services referenced in the attached Exhibit A or any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by contractors currently providing similar services.
2. **Time for Completion.** This Agreement shall remain in force and effect commencing from January 1, 2024 and continuing until November 30, 2027 unless terminated by either party or amended pursuant to the Agreement.
3. **Consideration.** The consideration, which Richfield shall pay to Bloomington, shall not exceed \$152,324.00, as set forth in Exhibit B and incorporated into this Agreement.
4. **Approvals.** Bloomington will secure Richfield's written approval before making any expenditures, purchases, or commitments on Richfield's behalf beyond those listed in the Services. Richfield's approval may be provided via electronic mail.
5. **Termination.** Notwithstanding any other provision hereof to the contrary, either party may terminate this Agreement for any reason upon giving thirty (30) days’ written notice to the other party. In the event of termination:
 - a. The quarterly payment next due shall be prorated and paid for only the period ended on the date of termination, and Richfield shall pay such reduced quarterly payment for the period ended on the date of the termination, within fifteen (15) days after receipt of Bloomington’s invoice.
 - b. The Parties may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
 - c. The provisions of this section will continue and survive termination of the Agreement.
6. **Amendments.** Except as expressly permitted by this Agreement, no amendments may be made to this Agreement except in writing signed by both parties.
7. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, subd. 5, the Parties agree that the books, records, documents, and accounting procedures and practices of Richfield, that are relevant to the contract or transaction, are subject to examination by the other party and the state auditor or legislative auditor for a minimum of six years. Both Parties shall maintain such records for a minimum of six years after final payment.
8. **Indemnification.**

- a. To the fullest extent permitted by law, Bloomington and its successors or assigns, agree to protect, defend, indemnify, save, and hold harmless Richfield, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Bloomington's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement.
 - b. To the fullest extent permitted by law, Richfield, and its successors or assigns, agrees to protect, defend, indemnify, save, and hold harmless Bloomington, its officers, officials, agents, volunteers and employees from any and all claims, lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorney's fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Richfield's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement.
 - c. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the Parties are entitled. The Parties agree that these indemnification obligations will survive the completion or termination of this Agreement.
9. **Insurance.** To the extent allowed by law, the Parties agree to maintain the following insurance coverages, in an amount equal to, or greater than, the minimum limits described below, and upon request, to provide the other with a certificate of insurance evidencing such coverages:
- a. Commercial General Liability Insurance in the amount of at least \$1,500,000 per occurrence for bodily injury or death arising out of each occurrence, as well as \$1,500,000 per occurrence for property damage. In the alternative, each party may maintain a general aggregate of at least \$2,000,000. Each party agrees to name the other party as an additional insured on its Commercial General Liability and to provide an endorsement of such status. In addition, each party agrees to notify the other party thirty (30) days prior to cancellation or a change in any of the aforementioned insurance policies. All insurance must be provided at the respective party's expense and at no additional cost to the other party.
 - b. Bloomington agrees to maintain Workers' Compensation Insurance as required by Minnesota Statutes, Section 176.181.

10. **Assignment and Subcontracting.** Neither Richfield nor Bloomington shall assign, subcontract, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement, in whole or in part, without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Bloomington from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of Services required by this Agreement. Any instrument in violation of this paragraph is null and void.
11. **Independent Contractor.** Bloomington shall be deemed an independent contractor. Bloomington's duties will be performed with the understanding that Bloomington has special expertise as to the Services that Bloomington is to perform and is customarily engaged in the independent performance of the same or similar services for others. All required equipment and personnel shall be provided or contracted for by Bloomington. The manner in which the Services are performed shall be controlled by Bloomington; however, the nature of the Services and the results to be achieved shall be specified by Richfield. The Parties agree that this is not a joint venture and the Parties are not co-partners. Bloomington is not to be deemed an employee or agent of Richfield and has no authority to make any binding commitments or obligations on behalf of Richfield except to the extent expressly provided in this Agreement. All Services provided by Bloomington pursuant to this Agreement shall be provided by Bloomington as an independent contractor and not as an employee of Richfield for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.
12. **Compliance with Laws.** The Parties shall exercise due care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Bloomington agrees to provide the Services.
13. **Entire Agreement.** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between Richfield and Bloomington and supersedes any other written or oral agreements between Richfield and Bloomington. This Agreement can only be modified in writing signed by Richfield and Bloomington. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
14. **Third Party Rights.** The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
15. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction

of these courts, whether based on convenience or otherwise. These obligations survive termination of this Agreement.

16. **Conflict of Interest.** Bloomington shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of Richfield. In the event of a conflict of interest, Bloomington shall advise Richfield and either secure a waiver of the conflict or advise Richfield that it will be unable to provide the Services.
17. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of Services pursuant to this Agreement shall become the property of Richfield, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Bloomington. Regardless of when such information was provided, Bloomington agrees that it will not disclose for any purpose any information Bloomington has obtained arising out of or related to this Agreement, except as authorized by Richfield or as required by law. These obligations survive termination of this Agreement.
18. **Agreement Not Exclusive.** Bloomington retains the right to perform other PH Infrastructure Services for other matters, in Bloomington's sole discretion.
19. **Data Practices Act Compliance.** Any and all data provided to Bloomington, received from Bloomington, created, collected, received, stored, used, maintained, or disseminated by Bloomington pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and any applicable nondisclosure agreements. Each Party agrees to notify the other Party within three (3) business days if it receives a data request from a third party. This paragraph does not create a duty on the part of Bloomington to provide access to public data to the public if the public data are available from Richfield, except as required by the terms of this Agreement. These obligations survive termination of this Agreement.
20. **No Discrimination.** The Parties agree not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Richfield agrees to comply with Americans with Disabilities Act, as amended (“ADA”), Section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Each Party agrees to hold harmless and indemnify the other party from costs, including but not limited to damages, attorney’s fees and staff time, in any action or proceeding brought alleging a violation of these laws by Richfield or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, the Parties shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. The Parties agree to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with people with disabilities.

21. **Authorized Agents.** Richfield's authorized agent for purposes of administration of this Agreement is Jennifer Anderson, the Health Administrator/Support Services Manager, or designee. Bloomington's authorized agent for purposes of administration of this Agreement is Nick Kelley, Public Health Administrator, who shall perform or supervise the performance of all Services.
22. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:
- Bloomington: City of Bloomington, 1800 West Old Shakopee Road, Bloomington, MN 55431
Attn: Nicholas Kelley; nkelley@bloomingtonmn.gov; 952-563-4962.
- Richfield: City of Richfield, 6700 Portland Avenue, Richfield, MN 55423
Attn: Jennifer Anderson; jenniferanderson@richfieldmn.gov; 612-861-9881;
- or such other contact information as either party may provide to the other by notice given in accordance with this provision. A convenience copy may be provided electronically.
23. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.
24. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.
25. **Mediation.** Both parties agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation at the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. In the event mediation is unsuccessful, either party may exercise its legal or equitable rights.
26. **Publicity.** Bloomington and Richfield shall develop language to use when discussing the Services. Bloomington agrees that any publicity regarding the Services or the subject matter of this Agreement must not be released unless it complies with the approved language. Bloomington cannot use Richfield's logo or state that Richfield endorses its services without Richfield's advanced written approval. Publicity approvals may be provided electronically.
27. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

28. **Signatory.** Each person executing this Agreement (“Signatory”) represents and warrants that he/she/they is duly authorized.
29. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format (“pdf”) and signatures appearing on electronic mail instruments shall be treated as original signatures.
30. **Recitals.** Bloomington and Richfield agree that the Recitals are true and correct and are fully incorporated into this Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, City and Contractor have caused this Services Agreement to be executed by their duly authorized representatives on the respective dates indicated below.

CITY OF BLOOMINGTON, MINNESOTA

DATED: _____ BY: _____
James D. Verbrugge
Its: City Manager

Reviewed and approved by the City Attorney.

Melissa J. Manderschied

CITY OF RICHFIELD

DATED: _____ BY: _____
Its: _____

EXHIBIT A TO SERVICES AGREEMENT BETWEEN THE MINNESOTA CITIES OF
BLOOMINGTON AND RICHFIELD

SCOPE OF SERVICES

The purpose of this funding is to recruit, retain, and train a skilled and diverse public health workforce, address longstanding public health infrastructure needs, and increase the size of the public health workforce. More details and examples of activities supported by these duties can be found in the *CDC Federal Infrastructure Grant Guide for CHBs* found on the MDH website.

The programmatic duties must be completed and awarded funds expended by November 30, 2027 unless Grantee is notified in writing by MDH's Authorized Representative, or their designee, that the budget period is being extended.

1. Grantee shall undertake any or all the activities in the following areas:
 - **Support and sustain the public health workforce.** This could include, but is not limited to, strengthening workplace well-being programs and expanding engagement with the workforce to address their mental, emotional, and physical well-being.
 - **Retain public health staff.** This could include, but is not limited to, strengthening retention incentives, creating promotional opportunities, and transition staff to other hiring mechanisms.
 - **Train new and existing public health staff.** This could include, but is not limited to, improving the quality and scope of training and professional development opportunities for all staff.
 - **Strengthen workforce planning, systems, processes, and policies.** This could include but is not limited to, maintaining and upgrading human resource systems, identifying ways to better collect and use workforce data, and identifying policies that could facilitate more efficient and effective workforce development and management.
 - **Recruit and hire new public health staff.** This could include, but is not limited to, expanding recruitment efforts, creating new positions, improving hiring incentives, and creating new hiring mechanisms.

EXHIBIT B TO SERVICES AGREEMENT BETWEEN
THE MINNESOTA CITIES OF BLOOMINGTON AND RICHFIELD

TERMS OF PAYMENT

- A. The Parties agree to allocate the costs of the Services in accordance with each city's share of total services provided by Bloomington to all three cities (Bloomington, Edina, and Richfield) as identified below.

During the term of this Agreement, Richfield shall pay Bloomington the total not-to-exceed amount of \$152,324.00 for PH Infrastructure Services.

Allocation Method	Share of Total Cost		
	Bloomington	Edina	Richfield
Costs shared based on population and community resilience estimates	46%	29%	25%

- B. Bloomington will provide quarterly itemized invoices to Richfield on the following dates:

Invoice Dates:

April 15
July 15
October 15
January 15

- C. Richfield shall make payments to Bloomington within 30 days of receipt of Bloomington's invoice.



STAFF REPORT NO. 53
CITY COUNCIL MEETING
4/9/2024

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Jay Henthorne, Director of Public Safety/Chief of Police
Jay Henthorne, Director of Public Safety/Chief of Police
4/2/2024

OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager
4/3/2024

ITEM FOR COUNCIL CONSIDERATION:

The Urban Area Security Initiative (UASI) program funds address the unique risk-driven and capabilities-based planning, organization, equipment, training and exercise needs of high-threat, high-density Urban Areas based on the capability targets identified during the THIRA process and associated assessment efforts; and assists them in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

EXECUTIVE SUMMARY:

The City of Richfield Police Department recently applied to participate in the Urban Area Security Initiative (UASI) grant. This grant provides funds to be used for training and/or equipment. The City of Richfield Police Department would like to purchase three level three ballistic shields to be deployed within the patrol division.

RECOMMENDED ACTION:

Approve the UASI Grant agreement. The grant funds will be used to purchase three level 3 ballistic shields for the patrol division.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

B. **EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

Standard city business

C. **POLICIES (resolutions, ordinances, regulations, statutes, exc):**

D. **CRITICAL TIMING ISSUES:**

The Council could choose to not sign this agreement, which would make this UASI agreement null and void with the State of Minnesota.

E. **FINANCIAL IMPACT:**

F. **LEGAL CONSIDERATION:**

ALTERNATIVE RECOMMENDATION(S):

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

	Description	Type
□	Agreement	Contract/Agreement



Minnesota Department of Public Safety (“State”) Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190	Grant Program: 2023 (UASI) Urban Area Security Initiative Grant Contract Agreement No.: A-UASI-2023-RICHFPD-013
Grantee: Richfield Public Safety 6700 Portland Ave S Richfield, MN 55423-2560	Grant Contract Agreement Term: Effective Date: 01/01/2024 Expiration Date: 06/30/2025
Grantee’s Authorized Representative: Richfield Police Department ATTN: Bill Stanger 6700 Portland Ave S Richfield, MN 55423-2560 Phone: 612-861-9800 Email: bstanger@richfieldmn.gov	Grant Contract Agreement Amount: Original Agreement \$ 12,525.00 Matching Requirement \$ 0.00
State’s Authorized Representative: Homeland Security and Emergency Management ATTN: Brittany Wilber 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190 Phone: 651-201-7451 Email: brittany.wilber@state.mn.us	Federal Funding: CFDA/ALN: 97.067 FAIN: EMW-2023-SS-00009 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2023 (UASI) Urban Area Security Initiative Application [“Application”] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 223, St. Paul, MN 55101-2190. The Grantee shall also comply with all requirements referenced in the 2023 (UASI) Urban Area Security Initiative Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No. / P.O. No. A-UASI-2023-RICHFPD-013/ PO# 3000094052

Project No. N/A

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Organization: Richfield Police Department

A-UASI-2023-RICHFPD-013

Budget Summary (Report)

UASI-2023-IJ#08: Soft Trgt & Crwd Places				
Budget Category	Awarded			
Equipment				
EAL Number: 01LE-01-SHL: Tactical Level 3 Ballistic Shields	\$12,525.00			
Total	\$12,525.00			
Total	\$12,525.00			
Allocation	\$12,525.00			
Balance	\$0.00			

AGENDA SECTION:	PROPOSED ORDINANCES
AGENDA ITEM #	5.



STAFF REPORT NO. 54
CITY COUNCIL MEETING
4/9/2024

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:
OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

Chris Swanson, Management Analyst

Jamie Haefner, Human Resources Manager
Katie Rodriguez, City Manager
4/3/2024

ITEM FOR COUNCIL CONSIDERATION:

Consider the second reading of an ordinance amending Subsection 210.01 of the City Code related to City Council salaries for 2025 and 2026.

EXECUTIVE SUMMARY:

Chapter II, Section 210 of the City Code establishes the salaries of the City Council. Subsection 210.01, Subd. 5 provides that salaries of Council Members shall be reviewed by the City Council by May 1 in each year in which an election is held pursuant to Section 200 of the Code. An ordinance amending the salaries established by this section must not take effect until after the next succeeding municipal election.

The City has a 30 year history of providing the same cost of living increase to all of its employee groups. The attached ordinance provides for increases in 2025 and 2026 to match the increases provided in the General Pay Plans for those years. The anticipated cost of living increase for 2025 and 2026 is not known at this time. The cost of living increase has been 3% for the past 7 years and the 2025 increase will be set as part of the budget process.

In the past, City Council has also reviewed their salaries compared to other metropolitan cities. We have attached information on other metropolitan cities' salaries. Even with a 3% increase, the City Council's salary would be in the middle of the pay scale for surrounding metropolitan cities' salaries.

RECOMMENDED ACTION:

By motion:

1. **Approve the second reading of the ordinance amending Subsection 210.01 of the City Code related to City Council salaries; and**
2. **Approve a resolution authorizing summary publication of said ordinances.**

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

Please see executive summary.

B. **EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS**

This is standard city business.

C. **POLICIES (resolutions, ordinances, regulations, statutes, exc):**

Chapter II, Section 210.01, Subd. 5 of the City Code establishes the salaries of the City Council

D. CRITICAL TIMING ISSUES:

City Council needs to establish their salaries for 2025 and 2026 by ordinance before the next council election.

E. FINANCIAL IMPACT:

The future 2025 and 2026 budgets adopted by City Council will reflect the adopted increase to staff pay plans in those years.

F. LEGAL CONSIDERATION:

ALTERNATIVE RECOMMENDATION(S):

The City Council could defer action on this item to a future meeting or amend the current proposed salary increase.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description		Type
▣	AN ORDINANCE AMENDING SECTION 210 RICHFIELD CITY CODE PERTAINING TO CITY COUNCIL SALARIES	Ordinance
	Peer City Comparison 2024	Backup Material
	2023 Transitory Ordinance Summary- Council Pay	Resolution Letter

BILL NO. XXX

AN ORDINANCE AMENDING SECTION 210
RICHFIELD CITY CODE PERTAINING TO
CITY COUNCIL SALARIES

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Subsection 210 of the Richfield City Code is hereby amended as follows:

Subdivision 1. Mayor. The annual salary of the mayor as of January 1, ~~2024~~, is \$~~12,742.63,518.62~~. Effective January 1, 202~~5~~³, the salary of the mayor shall be increased by a percentage that is equal to the percentage increase in the annual pay structure granted January 1, 202~~5~~³ to ~~the Management and General Services P~~ay ~~P~~lans.

Subdivision 2. Council. The annual salary of a member of the council as of January 1, 202~~4~~² is \$~~9,890.410,492.73~~. Effective January 1, 202~~5~~³, the salary of a member of the council shall be increased by a percentage that is equal to the percentage increase in the annual pay structure granted January 1, 202~~5~~³ to ~~the Management and General Services P~~ay ~~P~~lans.

Subdivision 3. Effective January 1, 202~~6~~⁴ the annual salary of the mayor and a member of the council as provided in Subdivision 1 and 2 above shall receive an increase that would match the increase ~~granted~~ in the ~~Management and General Services P~~ay ~~P~~lans granted January 1, 202~~6~~⁴.

Section 2. Effective Date. This ordinance becomes effective on January 1, 202~~5~~³.

Passed by the City Council of the City of Richfield, Minnesota this ~~26th-9th~~ day of April, 202~~4~~².

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

Peer City Comparison

Mayors Salary (2024)

<u>City</u>	<u>Salary</u>
Bloomington	\$26,400.00
Maplewood	\$17,429.73
Woodbury	\$16,680.00
Edina	\$15,964.53
Hopkins	\$15,000.00
Richfield (3% Increase)	\$13,924.18
Brooklyn Center	\$13,341.00
Cottage Grove	\$12,585.00
Inver Grove Heights	\$11,400.00
Fridley	\$10,688.60
Roseville	\$9,300.00
Oakdale	\$8,400.00

City Council Salary (2024)

<u>City</u>	<u>Salary</u>
Maplewood	\$15,341.13
Edina	\$12,700.68
Hopkins	\$12,500.00
Bloomington	\$12,396.00
Woodbury	\$12,006.00
Richfield (3% Increase)	\$10,807.51
Brooklyn Center	\$10,214.00
Cottage Grove	\$9,480.00
Fridley (At-Large)	\$8,779.42
Inver Grove Heights	\$8,200.00
Fridley	\$7,761.78
Oakdale	\$7,020.00
Roseville	\$7,020.00

RESOLUTION NO. _____

**RESOLUTION APPROVING SUMMARY PUBLICATION OF AN ORDINANCE AMENDING
SECTION 210 RICHFIELD CITY CODE PERTAINING TO CITY COUNCIL SALARIES**

WHEREAS, the City of Richfield has adopted the above referenced ordinance; and

WHEREAS, the verbatim text of the ordinance is cumbersome, and the expense of publication of the complete text is not justified.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield that the following summary is hereby approved for official publication:

**SUMMARY PUBLICATION
ORDINANCE NO. _____**

**AN ORDINANCE GRANTING AN ORDINANCE AMENDING SECTION 210 RICHFIELD
CITY CODE PERTAINING TO CITY COUNCIL SALARIES**

This summary of the ordinance is published pursuant to Section 3.12 of the Richfield City Charter.

The purpose of the ordinance is to amend Subsection 210.01 of the City Code related to City Council salaries for 2025 and 2026.

Copies of the ordinance are available for public inspection in the City Clerk's office during normal business hours or upon request by calling the Executive Department at (612) 861-9712.

Adopted by the City Council of the City of Richfield, Minnesota on this 9th day of April 2024.

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



STAFF REPORT NO. 55
CITY COUNCIL MEETING
4/9/2024

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Jay Henthorne, Director of Public Safety/Chief of Police
Jay Henthorne, Director of Public Safety/Chief of Police
3/28/2024

OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager
4/3/2024

ITEM FOR COUNCIL CONSIDERATION:

Notification regarding the Richfield Police Department's planned acquisition of unmanned aerial vehicles (UAVs) and providing an opportunity for public comment at a regularly scheduled meeting. No other council considerations/decisions are required.

EXECUTIVE SUMMARY:

Unmanned aerial vehicles (UAVs), commonly referred to as drones, are used to assist law enforcement with public safety and emergency responses. Law enforcement agencies across the country have utilized UAVs because of the beneficial impact on public safety including the ability to gather information in response to real-time emergencies, missing persons, crime scene documentation, fugitive searches, assessing severe weather damage, community events, and traffic accident mapping. The Richfield Police Department plans to join the 100+ other law enforcement agencies in Minnesota with its own UAV program.

The City's use of the drones will be guided by Minnesota State Statute 626.19 which governs the use of unmanned aerial vehicles by law enforcement. The statute requires a law enforcement agency to provide an opportunity for public comment before it purchases or uses a UAV. At a minimum, the agency must accept public comments submitted electronically or by mail. The governing body with jurisdiction over the budget of a local law enforcement agency must provide an opportunity for public comment at a regularly scheduled meeting. To fulfill this requisite, the Richfield Police Department will accept public comment through an online survey (via the department's Facebook page) and through an opportunity for comment at a Richfield city council meeting.

RECOMMENDED ACTION:

Notification regarding the Richfield Police Department's planned acquisition of unmanned aerial vehicles (UAVs) and providing an opportunity for public comment at a regularly scheduled meeting. No other council considerations/decisions are required.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

C. POLICIES (resolutions, ordinances, regulations, statutes, exc):

Federal law, state law, and local policies would regulate the use of department UAVs:

The Federal Aviation Administration regulates the use of unmanned aerial vehicles. The department would comply with any/all federal regulations.

Minnesota State Statute 626.19 governs the use of unmanned aerial vehicles by law enforcement including data collection and retention, training, reporting requirements, and response to public safety emergencies. The department would comply with any/all state regulations.

D. **CRITICAL TIMING ISSUES:**

E. **FINANCIAL IMPACT:**

Initial costs for three drones, pilot training, additional batteries, software, and accessories are estimated at \$31,600. The amount will be funded by the department's forfeiture fund as designated by state statute.

F. **LEGAL CONSIDERATION:**

ALTERNATIVE RECOMMENDATION(S):

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
□ UAV PowerPoint	Backup Material



Richfield Police Department
Unmanned Aircraft Vehicles "Drones"

UAV Benefits

Force Multiplier

- Provides the ability to cover a larger area in a short amount of time
- Quickly deploy UAV to search area for suspects and missing persons

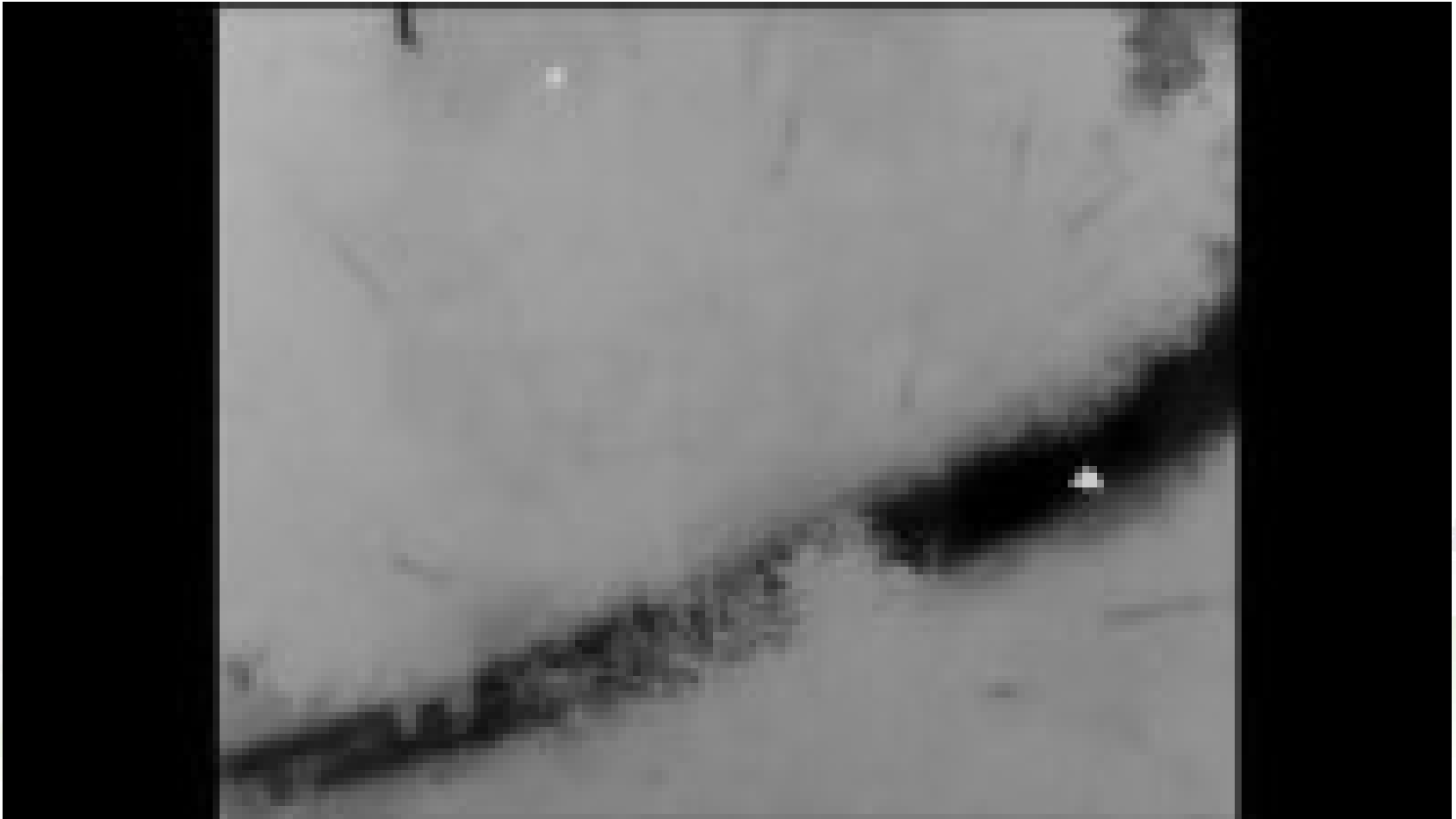
Situational Awareness

Live Feed

- Provide officers live accurate information to help with decision making



Life Safety



<https://www.fox9.com/news/thermal-drone-video-shows-moment-missing-becker-minnesota-boy-dog-were-found>

Current Operations

- Over 80 Public Safety Agencies currently use UAV technology throughout Minnesota. Numerous others are currently taking the steps necessary to start their own programs, providing their communities with invaluable technology and life-saving capabilities.
- According to the FAA there are currently:
 - 50,000 Public Safety Agencies with UAV programs in the United States
 - 17,985 Law Enforcement Agencies



UAV Program Staffing

- Program Commander – Oversees the UAV program and ensure that department policies and state/federal laws are followed. The Commander will approve training, ensure proper data collection and reporting to the BCA/FAA.
- Sergeant – Head of the day-to-day operations. Responsible for training, documentation and supervision of UAV pilots.
- Lead Pilot: Training, maintenance and inventory of aircraft.



Potential Deployment Scenarios

- Life Safety – Search and rescue of vulnerable or missing adults and children.
- Emergency situations that pose a public safety risk.
- Water rescue, flood/weather assessment, natural disaster response.
- Crime scene and accident reconstruction mapping.
- Community Engagement.
- Public works/inspections.



FAA Rules and Regulations

- Must fly at or below 400 feet.
- Drone needs to be kept within visual line of sight.
- Can't fly in restricted airspace without a waiver from the FAA.
- UAV must yield the right of way to all aircraft.
- UAV must not fly over crowds of people.



MN State Statute 626.19

- All authorized uses will comply with MN State Statute 626.19(2) which requires a search warrant, except as provided in 626.19(3).
- UAV are shown to significantly reduce the exposure of the community to life and safety risks by allowing first responders to leverage time, distance and cover when handling violent, dangerous and treacherous situations.



Prohibited Use per 626.19

1. The agency must comply with all FAA requirements and standards.
2. The agency must not deploy a UAV with facial recognition or other biometric-matching technology unless expressly authorized by a warrant.
3. The agency must not equip a UAV with weapons.
4. The agency must not use a UAV to collect data on public protests or demonstrations unless expressly authorized by a warrant or an exception applies under subdivision 3.



Authorized uses per 626.19

1. During or in the aftermath of an emergency situation that involves the risk of death or bodily harm to a person.
2. Over a public event where there is a heightened risk to the safety of participants or bystanders.
3. To counter the risk of a terrorist attack by a specific individual or organization if the agency determines that credible intelligence indicates a risk.
4. To prevent the loss of life and property in natural or man-made disasters and to facilitate operational planning, rescue, and recovery operations in the aftermath of these disasters.
5. To conduct a threat assessment in anticipation of a specific event.
6. To collect information from a public area if there is reasonable suspicion of criminal activity.
7. To collect information for crash reconstruction purposes after a serious or deadly collision occurring on a public road.
8. Over a public area for officer training or public relations purposes.
9. For purposes unrelated to law enforcement at the request of a government entity provided that the government entity makes the request in writing to the law enforcement agency and specifies the reason for the request and proposed period of use.



UAS Agency Data

- BCA Agency statistics for 2022 (statistics for 2023 have not been published): 98 agencies reported using UAS in a total of 3076 deployments.
- 1,328 were for training or public relations purposes.
- 699 were during or in the aftermath of an emergency situation that involves the risk of death or bodily harm to a person
- 488 were for crash reconstruction purposes
- 561 for other uses regarding public safety



Transparency and Accountability

- Every use of the UAV will be reviewed before approval by a unit supervisor and each flight will be thoroughly documented.
- Third-party software will store and upload all flight data. This includes the dates, times, altitude, speed and direction of the UAV and camera. Any complaints can be thoroughly investigated with the stored flight data.
- UAV flights, program costs and additional data requirements will be sent to the FAA monthly and BCA annually based on statute.



Privacy

- The agency must not use an UAV to conduct random surveillance activities (626.19).
- Drones will be deployed to targeted, felony level crimes
 - K9 searches
 - State Patrol helicopter
- NO facial recognition capabilities (State Statute, Policy, RPD does NOT use it, consumer drones)
- Deployment will be to look for a specific suspect(s). We are not looking for additional crimes or as a proactive tool.
- Non-evidentiary footage must be deleted as soon as possible and in no event later than 7 days after collection.

